

The University of Chicago

SLAVERY DURING THE THIRD
DYNASTY OF UR

A PART OF A DISSERTATION SUBMITTED TO THE FACULTY
OF THE DIVISION OF THE SOCIAL SCIENCES IN CANDI-
DACY FOR THE DEGREE OF DOCTOR OF PHILOSOPHY

DEPARTMENT OF ANTHROPOLOGY

1944

By
BERNARD J. SIEGEL

Reprinted from

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J. ALDEN MASON, *Editor*

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INTRODUCTION¹

THE earliest of the better-documented periods of southern Babylonian history is that one known as the Third Dynasty of Ur. For the student of social processes there is, in this as well as in many other archaeologically recovered epochs of the ancient Near East, a wealth of heretofore rather neglected case materials on various aspects of social organization and structure. Of these one of the most extensive documentations pertains to the institution of slavery and its several interrelationships.

Ur III preceded the Amorite dynasty of the famous Hammurabi, and dominated approximately the last quarter of the third millennium B.C. It was characterized by a series of semi-autonomous city-states loosely organized on the basis of a centralized hegemony of the Biblical city of Ur. By Ur III the peoples of southern Mesopotamia had a highly complex contract economy based on extensive agriculture, crafts, and trade; had made remarkable contributions to architecture, metallurgy, and plastic arts; had a considerable written literature, an empire with a vast ruling bureaucracy, and an all-important temple organization. In degree of economic and intellectual achievement the social and cultural order of this period might well be compared with that of ancient Egypt.

The treatment of slavery during this period is of necessity far from complete. A consideration of manumission is almost completely lacking; a large number of other aspects of the subject have been equally ignored or superficially treated. To mention but a few, little statistical material has been presented on

¹ This essay is a revision of one section of a dissertation presented in candidacy for the doctorate in anthropology at the University of Chicago. In the larger work the writer proposed that a detailed study of selected early Babylonian documents from the Third Dynasty of Ur be brought to bear upon some general propositions about the nature of slavery. For a treatment of the latter and a brief examination of the methods and assumptions of current theories of slavery see the author's article: "Some Methodological Considerations for a Comparative Study of Slavery," *American Anthropologist*, n.s., Vol. 47, No. 3, 1945.

In the course of his work the writer has had particularly close association with Professor Thorkild Jacobsen of the Oriental Institute in the study of the Sumerian language and of early Babylonian social institutions. Professor Jacobsen has given constant supervision in the selection of texts with reference to special problems, and has been most generous in correcting the transliterations and translations of quoted documents. These documents were almost all read with him in class. In all fairness it might be added that any error in transliteration is directly attributable to the writer's oversight.

The main body of case materials cited throughout are known in Sumerian as *ditillae*, or "completed judgments." Each contains merely the one or very few points of law upon which the decision hinged—severely edited records of court transactions. Hence, though we do not possess complete accounts of what transpired in the court proceedings (as in the case of court records in our own society), we can locate where the sources of trouble lay and how they were resolved.

the number of servants of that period, what kinds of tasks they performed,² slaves as witnesses, and the like. The solution to some of these problems is wanting, to others fairly clear. There is considerably more evidence bearing on the larger subject than has been utilized in this essay. For the purpose of understanding something of the nature of servile groups, however, the most important aspects of the problem will have been discussed.

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² The question of labor services demands a separate study in itself. It can be stated here, however, that the kind of tasks for which there is most documentary evidence among slaves is agricultural. Slave women are also known to have carried on weaving and other feminine crafts for the palace and temple.

SOURCES OF SLAVES IN UR III

WARS OF CONQUEST

THE despotic monarchies and frequent wars of conquest which characterized the formation of states throughout the Near East from the dawn of history and before, provided a veritable breeding ground for the development of slavery. Typical of the region were continual strife and contention between autocratic city-states, the development of kingship and extended power which were ever threatened by groups from within and without, violent dissolution of the empire, a regrouping of forces and a new disposition of power. Such in particular was also the fate of southern Babylonia.¹

The usual conception of this area as the scene of violent conflict of earlier Sumerian peoples and later Semitic peoples has been recently challenged by Jacobsen.² His contention is that both Sumerian-speaking and Semitic-speaking people lived side by side in a single culture area, and that the sharp linguistic differentiation between them is no ground for assuming that there were great changes wrought in a conflict of culturally distinct groups. He would thus leave the question of origins in abeyance and accept the fact that a mutually satisfactory adjustment had taken place between two originally disparate groups, and that at a relatively early date a much stronger traditional bond existed between these two linguistic groups in Babylonia than between either and any non-Babylonian tribe or state.³ The internal conflicts and continual internecine strife were rather the attempts of different city-states to jockey into power. No lasting unity was established in this arena of human settlement.⁴

¹ For an historical survey of Babylonia, see Meissner, 1920, I, pp. 23-33; also Meissner, 1926, pp. 1-43.

² Jacobsen, 1939a.

³ The representation of two or more linguistic stocks in a single culture area is no isolated phenomenon. The coexistence of a considerable number of linguistic groups in California, for instance, and the presence of Athabaskan-speaking enclaves in the southwestern United States are cases in point. There is no necessary conflict between settlement in, and adjustment to, the same locality at different times by different groups. However modified original cultural patterns may become in the new environment, there tends to be a series of similar adjustments to the same external stimuli by originally disparate groups. This is a result both of imitating a successful adjustment and of the principle of limited possibilities.

⁴ The author summarizes the development of events as follows: "... we can thus state that in this allegedly racial conflict between Semites and Sumerians the leaders represent themselves in their inscriptions as leaders of political units, not as leaders of racial groups. The Sumerian leader, Lugalzagesi, writes in Semitic in the Sumerian temple of the chief Sumerian god, Enlil, in the Sumerian city of Nippur. Sumerian and Semitic names are given indiscriminately within the same royal family. The Semitic gods stand by passively and take no part in the decisive struggle of their race. The Sumerian gods actively support their racial foes and lead the Semites on to victory over their own worshippers. No single trace of animosity between Sumerians and Semites can

Word for Slave, Slave Woman

Whatever were the internal factors responsible for slavery in Babylonia, the disposition to war and conquest from earliest times provided the external possibilities for it. The earliest sign for male servant, in fact, was a composite one which included the ideas of "male" and "mountain." Early inscriptions containing this sign have been recovered in the course of archaeological researches of Koldowey, Nöldeke, Baumgarten, and Andrae in the Babylonian mounds of Fara (ancient Suruppak⁵), and of Jørdan and associates at the mounds of Uruk.⁶

On the basis of comparative stratigraphy, techniques of making the sign, and philological analysis, both Falkenstein and Deimel are agreed that those instances of the signs for slave and maid servant issue from a period some 200 years before Ur-Nanše.⁷ Furthermore, the language of the inscriptions in which they are represented is Sumerian.⁸ Hence the earliest Sumerian written

be found anywhere in the texts; on the contrary, Sumerian writers describe the rise of their supposed oppressors with sympathy as a golden age.

"We must accordingly abandon the idea of a racial war. The Semitic population was very likely formed, to a large extent, through constant filtering in of single families from the desert. It is obvious that such single families, settling and adapting themselves to life in the city or on the farm, would very soon feel as citizens of the city-state to which they had happened to immigrate and where they had become established. They would not constitute a common group, united across existing political boundaries. Semites and Sumerians lived thus, according to all the texts teach us, peacefully side by side in Mesopotamia. The wars which shook that country and the aims for which its rulers fought had nothing to do with differences of race; the issues were purely political and were determined solely by social and economic forces." Jacobsen, 1939a, p. 495.

Speiser also indicates that the real struggle in early times was not between Sumerians and Semites, but between an even earlier group—the Elamites—and later invaders, either Sumerian- or Akkadian-speaking peoples, or both. That struggle can be traced back to the very mythical beginnings of the land. All evidence, historical, traditional, philological and archaeological, seems to point to the fact that the earliest prehistoric population of Babylonia was Elamitic. It was the Elamites who had to be taught a lesson and who later came to put a violent end to the Third Dynasty of Ur. See Speiser, 1930, chaps. i-iii.

⁵ Deimel, 1922, p. 17.

⁶ The most important sources are J. Jordan, A. Nöldeke, E. Heinrich, and A. Falkenstein, reports in *Abhandlungen der Preussischen Akademie der Wissenschaft, Philosophisch-Historische Klasse*, 1930, No. IV; 1932, Nos. II and VI; 1933, No. V; 1935, Nos. II and IV; 1936, No. XIII; and 1937, No. XI.

⁷ Ur-nanše was a high priest (ensi) of Lagash about 2800 B.C. See Meissner, 1926, p. 302; Jacobsen, 1939b, Table II op. p. 208. For the temporal designation of these signs, see Deimel, 1922, pp. 4-5, and Falkenstein, 1936, pp. 17 and 22. The latter has brought considerable internal and external evidence to bear on the equation of the Fara texts with the First Archaic level at Uruk. He further agrees with Deimel that the Fara tablets are older than Ur-nanše and were probably the forerunners of the later signs in a straight-line development. According to his analysis, 100-200 years before Ur-nanše is the lowest limit for the period. At Uruk the sign for maid servant was first found in the First Archaic level, and the corresponding sign for male servant has been discovered in the Fara List. See *ibid.*, p. 30, note 40; and Deimel, 1922, sign No. 59.

⁸ Thus Falkenstein, 1936, pp. 37-43.

designation for "slave" was "man of the mountains (from the mountains)"; for maid servant, "woman of the mountain(s)."

Thureau-Dangin has made a number of interesting observations about the sign *kur* (mountain, country),⁹ which enters into the signs just discussed. He supplies evidence to show that to the Sumerians the idea of "foreign" was inseparably bound up with the notion of mountain, that accordingly *kur*, in the meaning "country," denoted essentially "foreign country."¹⁰ Use of one word *kur* for both country and mountain does not thus imply that the Sumerian-speaking peoples originally came from a mountainous country; on the contrary, it was the reaction of a low-plains people to foreigners who lived in the mountains to the east. In fact the term *kur* never applied to their own country but became gradually the generic word for any foreign country.¹¹ We can thus conclude from the philological evidence that the earliest notion of "slave" was incorporated with the idea of "foreigner." It is logical to assume from this that some of the earliest—if not the first—slaves were captives of war and punitive raids rather than members of impoverished families or debt slaves.

Use of Prisoners of War

More ambiguous is the picture which later material presents. It is not clear whether the majority of servants in Ur III times were members of the in-group or were captives of war. There were, at any event, a considerable number of captive slaves in the palace and temple retinue. One rather well-preserved document¹² describes in some detail the substitutions of captives for local slaves for certain agricultural labor. The document is a court record. Since it is rather long, and since the same clauses are repeated again and again, it is expedient to consider merely the first section of the text.

"(1) Completed case:

(2) In the matter of (?) [. . . Sima] numean who had not yet been set in exchange for purchased workers (4) did Susu, the son of Ezalagani, (5) and Ur-^dAB-HI-NUN, son of Sheshkalla, (6) take an oath (3) (to the fact) that they had been lost.

(7-8) Arshih is to give one Simanumean in restitution (9) because Lugalkagina was inducted into the army. (10) The nubanda (is) Arshih.

(11-12) Laia is to give one Simanumean in restitution (13) because Urbaba was inducted into the army. (14) The nubanda (is) MIR-SAG-EZEN.

(20-21) [. . .] lú swore (18) [that he had not laid eyes upon] (15) . . . dudu, a purchased [worker] (16) who had been replaced with a [Sima]numean, (17) [since the day the palace took him away; (19) and that when he would see him he would bring him in.]

(27-28) Lubalasagaenanna swore (25) that he had not laid eyes upon (22) one

⁹ Thureau-Dangin, 1929, pp. 271-272.

¹⁰ *Ibid.*, p. 272, note 1.

¹¹ See *ibid.*, p. 272, note 2.

¹² De Genouillac, 1910-21, III, No. 6545.

Shagubi, a purchased worker (23) who had been replaced with a Simanumean, (24) since the day the palace took him away; (26) and that when he would see him, he would bring him in."

It is clear from this document that prisoners of war¹³ regularly replaced local workers, apparently slaves, who were inducted into the royal army.¹⁴ Cases where a captive or a slave was misplaced or managed to escape were brought to court, and the responsible officials made to swear to their innocence in the affair. In the last section a man, perhaps a minor official of the temple, was made to swear to his previous testimony that he had not laid eyes on an escaped slave, who was supposed to have been inducted into the army. Presumably that man was a local dignitary (perhaps a village head) near the house of the inductee in question. Hence it was expected that he might have seen the inductee or could account for his whereabouts. The *nubanda* was an officer in the army. He was obliged to give captives (Simanumeans) in restitution to those (probably tenant farmers of the temple) whose workers he inducted. It must be assumed that the captive was selected from a batch of prisoners under guard.

It is of interest to consider the question whether the prisoners of war were—in this period—kept in "captive houses" when they were not farmed out as in the above text. Unfortunately there does not exist any direct evidence to the author's knowledge. One text, however, a detailed list of rations given to some prisoners of war,¹⁵ suggests that prisoners were grouped together in one of the many palace adjuncts, and the fact that such prisons were known to the area in the following period lends considerable force to that suggestion.¹⁶

The information which we possess from the Isin-Larsa period rather clearly refers to public jails in which the prisoners of war were also kept. Feigin, who has made a special study of the problem,¹⁷ lists some twenty-one documents dealing with *asīrī*, and argues that the word *asīrī* means "captive." He derives it from a root 'sr, "to bind," and points out that the context in which it is found agrees with a meaning "captive." Thus records (Koschaker and Ungnad, 1923, VI, 1842 and 1852) tell of raids on Isin at the gate of that

¹³ Simanum is a country that figures prominently in the data formulas of the period. Its importance can be measured by the fact that it was sacked more than once and seems to have been in a continual state of rebellion. Typical year dates are as follows: "Year that Simanum was sacked"; "year after (the year) Simanum was sacked"; year "Simanum was sacked for the second time," etc.

¹⁴ Since the entire document concerns the replacement of slaves by prisoners of war by the palace under the supervision of army officials (*nubanda*), it is reasonable to conclude that the requisitioned laborers, and not merely Lugalkagina (l. 9) and Urbaba (l. 13), were to be inducted as soldiers.

¹⁵ See de Genouillac, 1922, No. 6309.

¹⁶ The dynasties of Isin and Larsa dated from about 2186–1901 B.C., following directly on the heels of the overthrow of Ur III (2294–2187 B.C.). See Meissner, *Könige, op. cit.*

¹⁷ Feigin, 1933–1934.

city, wherein the captors acquired *asīrī* men. *Bīt asīrī* would then mean "captive house."¹⁸

In summary we can assert with confidence that a major source of slavery during the Third Dynasty of Ur was captives of war who, in turn, were supplied in considerable numbers from the many punitive raids and wars of conquest. Just how these prisoners were guarded we do not know, but the evidence tenuously suggests that they were kept in a special captive house supervised by a palace official. At all events, their labor was regularly employed to release other palace slaves—presumable members of the in-group—for service in the army.

ECONOMIC INSECURITY

Financial difficulties accounted for much of the many recorded cases of servitude. By the period of Ur III there is material to bear upon pledging of children for money and considerable evidence for the sale of children.¹⁹

Pledging

No clear-cut examples of pledging of one's child or of one's self for debt have been recovered as yet from Ur III. There is one well-preserved docu-

¹⁸ Landsberger, 1935, criticizes these conclusions on the basis of further philological analysis. The verb *esēru*, he contends, does not mean "to bind" (a person), but merely "to lock up." He continues (p. 144): "Die Derivata von *esēru*, wie *asīru* oder *esirtu*, können daher der Wortbedeutung nach nur Gefangene im Sinne von *prisoners*, nicht im Sinne von *captives* bezeichnen. . . . (im Unterschied von seinen Synonyma *šabtu* und *kalū*, beide wohl 'Strafgefangene' . . .) eine Klasse von Menschen zu bezeichnen, die in staatlichem Gewahrsam gehalten und zu staatlichen Arbeiten verwendet wurden. Es mögen Kriegsgefangene darunter gewesen sein, . . ."

Hence a more correct interpretation might be "prisoner" which would denote both convicts and captives.

¹⁹ Whether or not any of these transactions actually represents the seizing of a man or a member of his family for debt we do not certainly know. Bankruptcy, as we know it, was not practised. But there is one bit of evidence which suggests that some kind of debtor's prison did exist. Gadd cites a vocabulary list in which the Sumerian *Ē-ĜAR-RA*, "house of debt," and the Akkadian (*bit*) *aššabu*, "lodging house," are equated, tentatively suggesting that the phrase denotes "debtor's prison." See Gadd, 1922, 154, note 4. Jacobsen—according to an oral communication—considers it more likely that this phrase refers to a house occupied by, or rented out by, a creditor in partial (?) payment of a debt.

From the Old Babylonian period there is a document which further confirms the idea of such an institution. Driver and Miles (1939, pp. 68, 69) point out that surrendering a person for a debt for any period of time was "tantamount to allowing him or her to be imprisoned for debt, for the girl dies *ina šibitiša* in it. It may therefore be inferred that a person surrendered *ana kiššatim* or *hiššatim* (to service for a period of time) was handed over by the debtor into bondage to the creditor who kept him or her closely under his control, possibly a kind of prison."

Nevertheless the evidence is insufficient to prove the *Ē-ĜAR-RA*—*bit aššabu* equivalence. To the extent that "imprisonment for debt" existed, it probably was a private one. The debtor, or person(s) surrendered in one way or another by the debtor, were not considered public charges, and hence were not publicly confined.

ment, however, that describes the pledging of a maid servant for a loan, her labor in the house of the creditor making up for the interest.²⁰ The maid servant herself would be forfeited should the loan not be repaid within a certain time.

A rather unusual security document (de Genouillac, 1910-21, III, 6563) supplies further evidence for the custom of pledging a person for debt. A certain Uršeilla undertakes securityship for Mansina; i.e., he guarantees that Mansina will pay his debt to an outside party up to five shekels of silver. In return for that Mansina gives Uršeilla a slave girl as security. Later he denies having done so, but a witness (witnesses?) testifies to the fact that it had been done. There follows a lacuna, but presumably the maid servant is confirmed for Uršeilla.

Mansina for some reason wanted to switch creditors, perhaps from a usurer to an acquaintance or friend. The relationship still held, however, and he had received five shekels silver which he promised to pay back. The alternative to paying interest on the loan would be labor service. Pohl No. 32 is proof of the fact that the latter was the usual procedure. The slave girl thus served the creditor both in lieu of that interest and as guarantee for the principal. She also absolved the guarantor from the responsibility of discharging Mansina's debt with his own labor, inasmuch as he was, at this time, personally responsible for that amount.²¹

Sale of Children

Sale by the Father

Some seven or eight documents attest to the sale of children by the father. De Genouillac, 1910-21, III, 6516, for instance, though somewhat impaired, seems to contain the following elements: A certain Ninzagisi said that she was not sold by her father. The witnesses of the sale then give their testimony, upon which Ninzagisi contests their statement. The owner of the purchased maid servant is then made to swear to the purchase, and the girl is confirmed for the purchaser.

²⁰ Pohl, 1937, No. 32. Jacobsen (1938, p. 420) has suggested the reading accepted here: *maš-bi-šè Ū-ba-a-a ge(me-ni) ab-da-gub*, "as interest (i.e., on a loan of 5 shekels silver), his slave girl Uba has been pledged for it." "The tablet goes on to say that, if she quits, the debtor will have to pay a daily amount which corresponds to the value of her labor (her 'wages')." (*Ibid.*)

²¹ This contention is supported by Koschaker's analysis of pledge documents in this area. In Koschaker, 1933, 218, he states that: "The pledge is in its oldest form always one entitling the creditor to possession and usufruct, the latter covering either the capital and the interest or only the interest. In the latter case the pledge was forfeited if the pledged debt was not repaid, that is, the creditor received final title to the pledge instead of receiving payment of the debt. Hence neither the body nor the property of the debtor was liable for repayment of the debt, by addition to the pledge. The debtor was not obliged to pay the debt but merely entitled to redeem the pledge with the amount loaned."

One document (de Genouillac, 1910–21, III, 6564) raises a problem by virtue of its ambiguity. A certain Lukani is said to have been bought, *Ku₅-da ab-ba-na Ū-bil-eš₄-lār dam-na*, “from Kuda, his father, and Ubileštar, his wife”²² One is not altogether sure whether Lukani is sold by his father and mother or by his father and his (i.e., Lukani’s) wife. The particle *ani* (“his”) in both cases should logically refer to Lukani. Hence the second alternative is perhaps the correct one: “by the father of Lukani (and also) the wife of Lukani.”

No previous evidence has been adduced to show that a wife could participate in the sale of her husband, hence that she could raise a future claim against that sale. There is one document, however, in which a woman does protest against the sale of herself, and her entire family, including the husband.²³ Ubileštar should therefore be considered to have had that right also.²⁴ We should assume the facts of the matter to have been that this was a sale with the man’s consent—really a self-sale—under the fiction of a parent-child sale. The father and wife were mentioned as co-sellers because they were the parties who might possibly have raised future claims.

De Genouillac, 1910–21, III, 5276, is an interesting document for the light it sheds on the objects behind some of the child sales, especially the sale of daughters. A father sold his daughter and a foundling of hers to a third party. In addition, he disinherited his own son (through legal channels) and declared the purchaser of his daughter as heir instead.²⁵ The sale probably represented the giving of Urningišzida’s daughter in marriage to Luba, the new heir. The

²² The text translates: “(8) Lusaga, son of Urgan, (9) and Urenlil, son of Dada, (10) were witnesses (to the fact) (6) that Ludingirra, son of Girni, (7) bought (2) one Lukani—a slave—(3) for his full price of 12½ shekels silver (4) from Kuda, his father (and) from Ubileštar, his wife, (5) after the year: The high priest of Eridu.”

²³ Thureau-Dangin, 1903 (290), to be discussed in the following chapter.

²⁴ There still remains the alternative conception, that Lukani was purchased from his father and mother. Against such an interpretation speaks the fact that the scribe uses two co-ordinated phrases, *Ku₅-da ab-ba-na Ū-bil-eš₄-tar dam-na*, “from Kuda his father and Ubileštar his (i.e., Kuda’s) wife.” This construction indicates that the scribe thought of Kuda and Ubileštar as distinct and separate entities—favoring the interpretation Kuda, Lukani’s father, and Ubileštar, Lukani’s wife—rather than as forming a unit such as would a man and his wife. Note the text Koschaker and Ungnad, 1923, VI, 1646, from the time of the First Dynasty of Babylon, which records the purchase by Enlildūršu of a certain Ahasunu from her father and mother, and Schorr, 1913, 79, which is a contract in which Nabiummalik bought a maid servant from Šarrumadad and Hammurabišamši, his wife. The crucial phrase in the latter text somewhat resembles the one in the Ur III document but differs significantly in that it mentions man and wife in one phrase: *itti Šarrum^{itiu} Adad mar^{itiu} Adad-na-ši-ir ū Ha-am-mu-ra-bi^{itiu} šamši dam-a-ni* . . . “from Šarrumadad, son of Adadnašir and Hammurabišamši, his wife.”

²⁵ The passage is as follows: “Luba bought Gemenanše and one foundling of hers from Urningišzida, her father, for her price of 8 shekels silver. And further, Urningišzida tore out (i.e., repudiated) Adda, his son from the position of heir, and made Luba his heir—before the *sukkalmah* (vizier). Urbagar maškim.” This passage is treated in J. Klima, 1939, III, 83.

rather high price (eight shekels)²⁶ paid for Gemenanše and her foundling suggest that her father was in considerable financial straits. To all intents and purposes Luba purchased a title to the inheritance of Urningišzida's property, and acquired a wife in the bargain. In this way the father was not obliged to sell his daughter outside the family in order to settle his financial difficulties.²⁷ That the sale probably represented the giving of Gemenanše in marriage receives further confirmation from a passage in the Series *ana-ittišu*. It represents a case in which a man disinherits his own son, brings an outsider in as heir, gives the latter claim to all his possessions, and his daughter as wife. Thus Table 3, Col. IV, lines 13–39:²⁸

- | | |
|-------------------------------------|--|
| 13) [nam-dumu]-a-ni-ta | a-na ma-ru-ti-šu |
| | von seiner Sohnschaft |
| 14) [nam-dumu]-a-ni-ta íb-ta-an-sar | a-na "(=ma-ru-ti-šu) iṭ-ru-su |
| | von seiner Sohnschaft hat er ihn verjagt |
| 15) [nam-ib]íla-a-ni-ta | a-na ap-lu-ti-šu |
| | von seiner Erbenstellung |
| 16) [nam-ib]íla-a-ni-ta íb-ta-an-zi | a-na "(=ap-lu-ti-šu) is-su-uḫ-šu |
| | von seiner Erbenstellung hat er ihn "ausgerissen" |
| 17) [nam]-ga-an-tu-ra | ni-ri-bu-tu |
| | die Stellung eines ständig Hineingehenden |
| 18) [nam-ga]-an-tu-ra-a-ni | ni-ri-bu-su |
| | seine Stellung eines ständig Hineingehenden |
| 19) [nam-ga-an]-ta-ra-ni in-gar | "(=ni-ri-bu-su) iš-kun |
| | seine Stellung eines ständig Hineingehenden hat er gemacht |
| 20) [lú-k]ar-ra | ar-bu |
| | Ausreisser |
| 21) [lú-te]-a | te-ḫu-u |
| | der "Hereingekommene," Klient |
| 22) [nam-lú-te-a-x-y]-e | a-na ṭe-hu-te iṭ-ḫi-šu |
| | zur Stellung eines "Herangekommenen" "kam er heran" (wurde Klient) |

²⁶ Six and a half shekels is the highest price observed for the purchase of a daughter in the *ditilla* documents. They might command no more than two shekels at times.

²⁷ See M. David's treatment of this passage (1927, pp. 22–23).

²⁸ Landsberger, 1937. Concerning the provenience of the legal phraseology (hence also legal practice), see *ibid.*, Allgemeine Einleitung, II; also David, 1927, p. 5 and note 15.

The series *ana-ittišu* comes from the library of Assurbanipal (late Assyrian Empire, 668–626 B.C.), and consists of texts and phrases employed in legal documents. David considers that the formulas stem from Ur III times and from the city-state Nippur. Landsberger, on the other hand, cannot agree with him for the great majority of formulas, and feels that they date at the earliest from the Dynasty of Isin, and probably even from the Hammurabi Dynasty after the conquest of Nippur. To date there has been no exhaustive internal analysis published dealing with this problem. No doubt, however, some of the legal practices—perhaps many—stem from UR III. Just how long they continued in practice, or from what bases the later redactions originate, is another question.

- 23) [] a-sar iṭ-ḫu-ú
wo er Klient geworden ist
[i-n]a ki-si-it-ti
- 24) []
in der Deszendenz
- 25) [] [x-y-n]a ul i-šu
hat er kein . . .
- 26) [] [ki-m]a ma-ri-šu-ma
wie seinen Sohn
- 27) [] [iš]-ta-na-pár-šu
hat her ihn "umhergeschickt" (ihm Befehle erteilt)
- 28) [] [a-m]i-lu-us-su
seine bürgerliche Herkunft
- 29) [] [i]-mu-ru-ma
hat man geprüft und
- 30) [] [a-n]a aḫ-ḫu-ti-šu
in seine Bruderschaft
- 31) [] ú-ter-šu
hat er ihn zurückversetzt
- 32) [dub-nam-ibila-a-ni] dup-pi ap-lu-ti-šu
die Urkunde seiner Erbenstellung
- 33) [in-na-an-sar] iš-ṭur-šu
hat er ihm geschrieben
- 34) [dumu-SAL-a-ni úr-ra-na-i]na(!)-gar(!) ma-rat-su a-na sūni-šú iš-kun
seine Tochter hat er in seinen Schoß (sein Beilager) gegeben
- 35) [é-níg-gú-na] bīta ù ú-na-ti-šu
das Haus und dessen Hausrat
- 36) [šu-bí-in-su]m ip-qí-is-su
hat er ihm übergeben
- 37) [lú-kar-ra é ad]-da-na-ra ar-bu šu-ú a-na bīt a-bi-šu
dieser Ausreisser hat in das Haus seines Vaters
- 38) [a-na ba-a]n-tuk-a mìn-ma ša ir-šu-ú
alles was er erworben hat
- 39) [in-n]a-ni-in-tu(r) ú-še-rib-šu
ihm hineingebracht

It is clear from de Genouillac, 1910–21, III, 5276, that just cause had to be shown for disinheriting a legitimate heir, for the act was consummated before the *sukkal-mah* (rev. 3), a high-ranking palace (and court) official. If the interpretation of the document given above is correct it would appear that nonsupport was sufficient reason. In later times (the First Dynasty of Babylon) this certainly was the case. The Code provides for the disinheritance of a son if the judges decide that the son is guilty of deeds worthy of repudiation.²⁹

²⁹ Eilers, 1932, secs. 168 and 169. If a (towns)man decides to repudiate his son, "I want to repudiate my son," he says to the judges, then the judges shall examine his case, and if the son

And from the documents of the period it appears that at least one of the principal duties of a son and heir was the maintenance of his parent(s). There are several texts that deal with the adoption and setting-up as heir of an adopted child and with his obligations.³⁰ In Schorr, 1913, 21, M. is adopted by I. The adopted son and the son by I's wife were given equal portions of the property. Each was obliged to provide corn, wool, and oil for the adoptive father, or else forfeit his portion of the inheritance.

It is thus reasonable to suppose from the facts presented in de Genouillac, 1910-21, 5276, and from corroborative evidence that Luba had money to take care of his adoptive father's pecuniary difficulties, and, at the same time, that Urningišzida's own son had failed to provide for his father's welfare or had shunned some other obligation as son and heir.

There are several documents of special interest relating to illegal sales which can be profitably discussed in this section. Thureau-Dangin, 1903, 291, concerns a case in which the father of a girl had sold his daughter, apparently during a period or under circumstances when such sales were illegal.

"Completed Case. Uregal, *engar*, and Alla, son of Ludaga, swore that Ludaga bought one Amadingir, daughter of Atu the A-ŠI-DU₈ from Atu for her price of five shekels silver without the hand of Alla (and) without the decree of the palace having lapsed (?). She was confirmed as maid servant for (X)igalim, son of Ur(egal), as against Ludaga.

"Atu, son of (X)-dumuzi *maškim*. Ur-KAL *ensi* (highest ranking local civil official and judge in this instance). Month: Šunumun. Year: Bursin became king."³¹

The case seems to hinge on the fact that the state (the palace) and not the father, as would have been the case with the child of a freeman, owned Amadingir.

Amadingir's father Atu is stated to have been an A-ŠI-DU₈, and such other evidence as we have for this term would agree well with the assumption that it

has not committed a deed bad enough to warrant punishment, the father cannot repudiate his son from the position of heir.

However, if he does commit a deed sufficiently grievous against his father to warrant repudiation from the position of heir, that fact is tolerated for the first offense; if he does so a second time, then the father can repudiate his son from the position of heir.

³⁰ Kohler and Ungnad, 1909, IV, 1047 (Poebel, 1909, 28), Schorr, 1913, No. 15 (CT VIII, pl. 49b); and Kohler and Ungnad, 1909, III, 737 (CT VI, pl. 47a).

³¹ For a parallel to this passage consider de Genouillac, 1910-21, III, 5279 face 1-20): *šu Erid-nanna/ sukkal-maḥ ensi-ka i-bi-la Du-du im-ma-a-gi-eš*—"the heirs of Dudu returned (to the court) through the agency (literally 'hand') of Eridnanna, *sukkal-maḥ* (and?) *ensi*." A very similar construction is here used to denote the official Eridnanna, as agent for returning to a case. At this time returning to a contracted matter had to be granted by the *sukkal-maḥ ensi*. Similarly purchases (viz., de Genouillac, 1910-21, II, 920). See also Klima, 1939, p. 9, note 1.

While Alla in Thureau-Dangin, 1903, 291 is not specifically listed as such, we must assume that he was the *ensi*. From other sources it is known that the *ensi* of Lagash during a period somewhat earlier than this year was named Alla. There probably was no connection between Alla the swearer and Alla the *ensi*. The former was significant to the outcome of the case only as the son of Ludaga, as a witness to the illegal purchase by his father.

denotes a class of unfree workers owned by the state. Hence any sale transaction that he might conclude would have to be with the consent or authority of the palace.

Representing the interests of the palace appear a certain Uregal and one Alla, son of Ludaga. They prove that the sale was made without the consent of the palace and not through the agency of its representative, the *ensi*.

Since the girl—in the most likely restoration—was confirmed as slave girl of Uregal's son it may be assumed that Uregal was in the service of the palace and that the girl, who would have the same unfree status as her father, had been assigned to work in his house.

Restitution of a child in the place of a fraudulently sold maid servant occurs in a rather interesting context.³² "It being that (Urba)ba, the neatherd, sold Emetu, a maid servant, and Utubara, her child (——), (X)-ga, his unmarried child was confirmed for Namzitarra the officer as his property. Ukù-íl, the cupbearer, was *maškim*. *Ur-KAL* (was) *ensi*. Year: Bursin became king."

Unfortunately rev. (2) is partially destroyed. It very obviously is the crux of the situation. Urbaba had sold the maid servants fraudulently in some way. Since he was obliged to surrender a child to Namzitarra, it is reasonable to suppose that Urbaba had previously committed (i.e., sold) Emetu and her child to Namzitarra, but that he was unable to uphold his end of the contract because he had disposed of them differently in the meantime. In other words, there must have been a previous claim to the maid servants.

De Genouillac, 1910–21, II, 832, refers to a similar situation, in which a man sold a maid servant *twice*, and therefore had to make a restitution to one of the purchasers.

The document follows in its entirety:

"Completed judgment. Ludingirra bought Babadanumea from Urlugal. Because Urlugal had sold the slave elsewhere (lit., 'in a second place'), Ludingirra brought the maid servant away from Lú^dGÎR + KÁRA-da. Lú^dGÎR + KÁRA-da, a merchant, demanded (?) the maid servant and money from Urlugal.³³

"Abbamu (was) *maškim*. Lušara, Luibgal, Ludingirra, and Ursataran were its judges. Year: Šusin became king."

Schematically the document can be represented as follows:

- 1) U. sold B. to Lud.
- 2) Afterwards U. also sold B. to LuG., a merchant.
- 3) Lud. recovered the maid servant from LuG.
- 4) Finally LuG. recovered the slave money from U.

³² De Genouillac, 1910–21, II, 3516.

³³ Literally this expression would be "thrust the hand in disfavor of Urlugal (against) the maid servant money." There are no exact parallels to it encountered so far, but the context very clearly warrants something to that effect.

Ludingirra's right to the maid servant did not necessarily lie in the fact that he had completed the transaction (i.e., had paid for her). As a matter of fact, since Babadanumea was actually in the possession of the second purchaser, Ludingirra had in all probability not paid for her. His claim lay in the contract and agreement to pay, which was just as binding as the final exchange. Legally the maid servant belonged to him.

Apparently a man could drop his claim to a purchased object, if he had not paid for it. The verb *in-sa_x* "he purchased" does not mean also that "he paid for" such and such a thing. Payment was signified by the clause *i-lá*, "he weighed out," or *X ki-Y(-ak)-ta šu-ba-ti*, "X received from Y" so much silver, grain, and the like. Thus for example, de Genouillac, 1910-21, II, 3542:

"Completed judgment. The witnesses, Sagrigbaba, Babaninam, and Urgigir, son of Urkalla, took an oath (to the fact) that Lu-LÁ+SAR-bar-ra, father of Ninnanga, had received from Kaamu . . . , the archivist, 1 4/5 *gur* corn and 4 *mina* wool as full price of (Ninnanga), child of Lú-LÁ+SAR-bar-ra (*ki Ka_s-a-mu(-)gá-dub-ba-ta Lú-LÁ+SAR-bar-ra ab-ba Ninnanga-ra/šu-ba-ti-a*), and that Kaamu had bought Ninnanga, the maid servant, from Lú-LÁ(+SAR)(bar)-ra (*Nin-nanga geme Lú-LÁ-(+SAR)-(bar)-ra-ra. Ka_s-a-mu in-sa_x-a*)."

Here the two clauses are clearly differentiated. Not only had Kaamu contracted for the purchase of Ninnanga, but he had also completed payment for her, and so had full title as well as legal claim to the girl.³⁴

If San Nicolò is correct,³⁵ the act of exchange and often also the actual transfer of property (in purchase contracts) during Ur III were effected earlier than, or simultaneously with, drawing up the contract tablet declaring the completed transaction. Furthermore:

Der Verkäufer der seinerseits geleistet (*sic.*) und den ganzen oder restlichen Preis kreditiert hatte, behielt grundsätzlich bis zur vollen Preiszahlung sein Eigentumsrecht an der Ware. Wurde er nicht befriedigt und führte auch die Schuldklage aus dem Kreditgeschäfte zu keinem Ergebnis, so blieb ihm noch immer ein Weg offen, den er auch von vornherein betreten durfte, nämlich die Vindikation des Kaufgegenstandes vom Erwerber. Dem Käufer gieng dabei bis zur vollständigen Preiszahlung das formelle Herrschaftsrecht und auch die Befähigung zur Weiterveräußerung der empfangenen Kaufsache ab, da er trotz des erlangten Besitzes noch nicht Eigentümer geworden war.³⁶

³⁴ Cf. Thureau-Dangin, 1903, 294, which contains receipts for two slaves, the receipt being legally expressed by the term *šu ba-ti*. See San Nicolò, 1922, p. 97, note 30. He quotes de Genouillac, 1910-21, II, 3542 (above), and similarly refers to *ibid.*, II, 3470, 4110; *ibid.*, III, 5044, 5099, and 5219. He concludes, "In diesen Urkunden hat . . . die Verbalform *šu ba-(an)-ti* nicht die spezifische Bedeutung der späteren Zeit 'als Darlehen empfangen,' sondern stellt einfach den in allen Quittungen üblichen Ausdruck für die Empfangnahme einer Zahlung dar. . . ."

³⁵ San Nicolò, 1922, p. 103.

³⁶ *Ibid.*, p. 107.

While the purchaser thus had the right to forfeit his claim to the purchased object until paid for, he also had the right to hold it until the time of settlement.

To return to de Genouillac, 1910-21, 832, Urlugal, hard pressed as he must have been, sold Babadanumea a second time, to a merchant Lu-^dGÎR + KĀRA-da. The money received from the merchant would serve to alleviate Urlugal's general financial straits or to satisfy his creditors.³⁷ Urlugal was paid outright by the merchant, and the transfer was effected.

Urlugal, however, was guilty of not having cleared the former claim of Ludingirra. The latter, once having verified his purchase, took the slave girl from LÚ-GÎR + KĀRA-da. Whether or not he paid Urlugal at this point remains unstated. Very likely he did, although it is possible that he either paid later or had an outright claim to her because of the seller's breach of contract. At all events, the merchant was left high and dry, so to speak, and demanded—and must have received—his money back from Urlugal.

From this parallel we are probably justified in restoring the destroyed portion in de Genouillac, 1910-21, II, 3516 (rev. 2) as *ki-mi(n)-na*—"in a second place," namely, elsewhere. Then the facts of the case appear to have been that Urbaba had sold his maid servant and her child twice. The first purchaser, who naturally had prior claim, took them from the second purchaser. The latter (Namzitarra) was either a party who had paid for the maid servants outright, or was a merchant, expected to do so. Urbaba was then obliged to repay Namzitarra. This, however, he was not able to do, and as a result was obliged to give his unmarried child to Namzitarra into servitude until the amount was worked off or the child redeemed.

Sale by the Mother

In addition to the cases of sale of children by the father, there are several documents which attest to sale by the mother.³⁸ The documents themselves are simple cases of claim against sale.³⁹ They are especially interesting for the

³⁷ We know from the First Dynasty of Babylon, for instance, that the indirect sale by the debtor for money owed his creditor was commonly transacted with a merchant. See Driver and Miles, 1939, p. 70.

³⁸ De Genouillac, 1910-21, II, 925, 2775, and 3532; *ibid.*, III, 5657 and 6416. *Ibid.*, III, 3519 is a special case and will be discussed in the following chapter under the section, "Marriage of Slaves"; *ibid.*, III, 5657 is really a case of self-sale.

³⁹ De Genouillac, 1910-21, III, 3532 typically illustrates the sequence of events in these cases. Apparently Namninidu had claimed she had not sold her daughter to Dingirsaga. Dingirsaga, it is said, had bought Nin(x)baba, a maid servant, from her mother for her completed price of five shekels silver. Moreover, he brought the tablet (contract) of purchase before the judges. The mother then yields before the testimony and swears not to raise any future claim for the girl.

Ibid., II, 925, is a slight variation. The facts of the case are as follows: (1) Atu sold her daughter to one Uršugamma; (2) the child later claims that she is not the maid servant of Uršuga-

questions which they raise about the status of women and about family organization at this time.

The general status of women seems to have been pretty high in Babylonia from very early times to the Third Dynasty of Ur. The daughter of Shulgi—second king of Ur III—for instance, was appointed *ensi* over the city Marḥasi. There are several other such allusions to position in places of authority which led Lautner to conclude that “. . . können wir beinahe von einer mehr oder minder weitgehender Gleichstellung der Geschlechter sprechen.”⁴⁰ This conclusion cannot be held, however, for all aspects of women’s status without considerably more evidence. The example above relates, after all, to relationships within the royal family.⁴¹

Women seem to have been very active in daily affairs. There are cases, for instance, where they have appeared as purchaser in property transactions. De Genouillac, 1910–21, III, 5279, is an example:

“Innasaga, wife of Dudu, son of Titi, bought a *kumdur* house of 2 5/6 *sar* with her own money (literally, ‘from money of her hand’). Since Dudu was to live in it (?), Ureninnu, son of Dudu, measured out that house. Because Innasaga had bought it, in its tablet (recording) the buying of the house was written: ‘from (literally, “from the place of”) Innasaga (was payment received).’

“Innasaga swore that she bought the house exclusively with her own money, and that she did not weigh out the property of Dudu for it. . . .”

lamma, the man who supposedly purchased her; (3) witnesses testify, however, (a) that U. had bought the girl, and (b) that he had completed her price; (4) what follows, though partially obliterated, seems to indicate that the mother confesses to selling her daughter. The rest of the lacuna would only refer to the confirming of the maid servant for U. It should be noticed here once again that the sale is only completed upon the full payment of the purchase price agreed upon at the time of the transaction.

⁴⁰ Lautner, 1926.

⁴¹ Meissner, on the other hand (1920, I, 396), holds no brief for the equivalence of status between the two sexes. “Die Frau war in der Gesellschaftsordnung dem Mann keineswegs gleichgestellt—die gewöhnlichen Frauen wurden schon in der archaischen Zeit nicht nur zu häuslichen und landwirtschaftlichen Arbeiten verwendet, zum Nähen und Erziehen der Kinder, zum Weben, Frisieren, Mahlen, Bierbrauen und weiden des Kleinviehs. . . .” In no way, however, does the relegating of household and agricultural tasks to women bespeak a lower status. Domestic duties in the division of labor most naturally fell to women in family units, since men could more readily wander far afield in search of food, while women, through restricted mobility, tended the duties which “are tedious and enduring but not of themselves arduous.” See Gladys A. Reichard, “Social Life,” *General Anthropology*, ed. F. Boas (New York: D. C. Heath Co., 1938), pp. 466 ff. High or low status of women in the family cannot be deduced from the kinds of labor to which they were assigned. Moreover, her status must be judged separately for each sphere of social activity: political, economic, social, etc. She may have little or no political influence and still have a high position in the family, entitling her to the certain obligations from her children. Evaluating the general position of women as “high” or “low” does not help, after all, in an understanding of family law.

It is clear that women did come to own money and property even if it was unusual for them to inherit from the father.⁴² A usual—perhaps the most usual—way for a woman to acquire property was through an allotment from her husband. Part of the above document which we have not yet considered mentions that Dudu also allotted a maid servant to his wife. The sons were denied any claims to the maid servant or her children.⁴³

Women, at least on certain occasions, also played an important part in the marriage of their children. The contracting parties to a marriage were usually not the principals but the parents.⁴⁴ These documents make it clear that it was the father who contracted for the marriage, at least while he was alive.⁴⁵ The prominent mention of the mother in two documents, however, merits consideration.

De Genouillac, 1910-21, II, 960, + *ibid.*, III, 6519,⁴⁶ is a rather long case, and it might be well to summarize the points that were made in the course of the litigation. (1) Witnesses testify that Geme-^dKAL, the wife of Ishkurandul, had claimed Luningirsu, the son of Urningišzida, as son-in-law, but that (2) Urningišzida *while still living* had contracted for the marriage of his son with the daughter of Lugudea, son of Ursaga. Atu, the wife of Urningišzida, had been present at the place where this contract had been legalized (literally, "at the place where the name of the king had been pronounced"). (3) Atu then rejected the witnesses, but Lugudea swore to the truth of their statement. (4) Other witnesses also testified to the fact that Geme-^dKAL had commented directly to Lugudea, regarding Urningišzida's statement, that Luningirsu *was* the son-in-law of Lugudea; he was not her son-in-law. (5) Geme-^dKAL also rejected these witnesses, but Lugudea again swore to the truth of the testi-

⁴² There is yet another text known to the writer wherein a woman purchased a home through the usual legal channels, that is, through the agency of the *ensi*, a high palace official. Thus lines 10-13: . . . "and also Abbakalla, son of Ureninnu, and Halababa, the owner of the purchased house, took the (literally, 'its') oath (to the fact) that it was truly Halababa who had purchased that house." (De Genouillac, 1910-21, II, 920.)

⁴³ Cf. Par. 150 of the Hammurabi Code. "If a man has presented his wife with money, a garden, house or goods and has made out a seal tablet (to that effect) for her, after the death of her husband, her children have no right of vindication against her; the mother shall give her possessions to the son she loves; she need not give anything to the others." This allotment may have been a part of the dowry given to the husband upon entering marriage. Before his death he gave it back to his wife (to be dealt with as she pleased). Indeed all the money and goods which eventually were Innasaga's may have come from the original dowry. Koschaker (1917, pp. 164 ff.) believes that the Akkadian *nudunnum* ("gift") designated the dowry.

⁴⁴ To cite a few examples, de Genouillac, 1910-21, II, 960, + *ibid.*, III, 6519 (as seen by Jacobson these texts form parts of one tablet) and 948; *ibid.*, III, 6542, and Pelagaúd, 1910, pl. XXI, p. 114.

⁴⁵ See especially de Genouillac, 1910-21, II, 948, and Pelagaúd, 1910, pl. XXI.

⁴⁶ See preceding note.

mony. (6) The evidence of the witnesses thus substantiated by the oath of Lugudea, Luningirsu married the daughter of Lugudea.

Atu, the wife of Urningišzida, was an important party to these transactions. To keep the records straight she was prominently mentioned as a witness, in this way invalidating a future marriage she might arrange for her daughter after the death of her (i.e., Atu's) husband. In fact she actually did contest the validity of the outside witnesses' remarks. Geme-^dKAL is also mentioned as one of the litigants instead of her husband.⁴⁷

It is rather unlikely that the mother should be mentioned alone in this matter (as was Geme-^dKAL) or have contested the witnesses on her own behalf while the father was yet alive. For, as has been pointed out, the latter otherwise was the most important party to the contract. The case states that Urningišzida, while still living (*til-a*), had arranged for the betrothal of his son. Only at the time of the dispute is his wife, Atu, mentioned (after U.'s death), and then as witness to the contract. It is not sure how much of a word the mother had in the selection of her child's mate while the husband was alive, though her consent was doubtless given to the final match. Thus Koschaker: "Die Mutter scheint nach Inv. Tabl. Tello II, 960, Vs. 2, 11 f., das Recht gehabt zu haben, dem Verlöbniß zuzustimmen, eine Zustimmung, die sie erteilt, indem sie bei Abschluss des Vertrages als Zeugen anwesend ist."⁴⁸

In view of what has just been said it is not surprising to learn that the mother also figured in the child-sale documents. Although the subject of *potestas* needs a much more extended analysis than it has hitherto received we cannot be far from wrong if we assume that the father in these cases had died, so that the child was now under the authority or *potestas* of the mother.⁴⁹

⁴⁷ De Genouillac, 1910-21, III, 6444, further corroborates the fact that the mother must have played an important role in arranging for the marriage of her children, even during the lifetime of her husband. A certain Duganizida's marriage to Halababa, daughter of Nigbaba, terminated in divorce because Nigbaba had contracted with Duganiziba over the heads of the latter's parents. "because Nigbaba, father of Halababa, swore (in) the name of the king unbeknownst to the father and mother of Duganizida (i.e., arranged the marriage of his daughter directly with Duganizida), Halababa was divorced." (Face, line 12-rev., line 4.)

⁴⁸ Koschaker, 1917, p. 157, note 23. He further believes it was the father who exercised supreme authority during his lifetime. See also Thoreau-Dangin, 1914.

⁴⁹ This assumption is supported by the wording in de Genouillac, 1910-21, II, 925 and 2775. The purchase is said to be from X, the wife of Y; the child is similarly identified by the patronomic. Thus in no. 925, lines 1-G: (1) *di-til-la* (2)¹ *É-ta-mu-zu dumu Lú-^dUtu* (3) *kù 4½ gín kù-babbar* (4) *A-tu dam Lú ^dUtu-ka* (5) *Ur-šu-ga-lam-ma ḫatim* [. . .] (6) *in-ši-sa_x*—"Uršugalamma, the cook, bought Eta-muzu, child of Lu-Utu, from Atu, the wife of Lu-Utu, for 4½ shekels silver," And no. 2775 reads, " . . . Ludadaga, (daughter of) Ursataran—her price being 5 shekels (silver)—was confirmed for Lugalmazzu, son of Abba, as his slave girl, as against Babainzu, wife of Ursataran. . . ." Normally the document might better have stated: "from X, mother of Y" (925), or "against B, mother of L" (2773).

Sale by the Grandmother

De Genouillac, 1910–21, III, 5269 is a unique document that records a case in which a child had been sold by both his mother and grandmother. The tablet is partially broken, but that does not obscure the essential clauses. Thus:

“Completed judgment. Allamu and Šuili(?) swore (or were witnesses to the fact) that Urenki, son of Ureanna, had bought Lugalušime, son of Iluru, for his price: 2 shekel silver, from Dugababa, his mother, and from Nindubsar, his grandmother.⁵⁰ (Lugal-ušima) was (confirmed for Ur-enki, son of Ureanna . . .)” Judges and date.

To the knowledge of the writer there are no other examples of a child sold by its grandmother either in Ur III texts or in those from the First Dynasty of Babylon. It was without doubt a rare phenomenon, an extension of the more common parent-child sale.

Self-sale

There is at least one case extant wherein a man was obliged to sell himself. It is a rather indirect transaction, and reads as follows:

“Completed (case). (Ur)ningišzida. . . and. . . (X)ninmug swore that (E)mulu had bought (Lu)galuruda for the price of 8 shekels from the mother of Lugaluruda; that the price of himself had been filled into Lugaluruda’s hand.”⁵¹

The form of the document is clearly that of a contract of sale. Apparently a legal fiction is used, a self-sale being couched—as first seen by Koschaker—in terms of the parent-child sale.⁵² The fact that the mother’s name was unmentioned is evidence of the unimportant role she played in the sale.⁵³

⁵⁰ The maternal grandmother? See Deimel, 1930–37, sign 237: 59.

⁵¹ De Genouillac, 1910–21, III, 5657, goes on to say that Lugaluruda was confirmed for Emulu and that the *maškim* of the case was Kalla. The restoration of *šu* (1.8) is justified from the context.

⁵² De Genouillac, 1910–21, III, 6564 as a probable case of self-sale has been discussed above. It should be recalled that here, too, the sale is written after the fashion of the usual parent-child sale.

⁵³ There are two cases from the Isin-Larsa period (Koschaker and Ungnad, 1923, VI, 1481, and *ibid.*, 1644) which help clarify the class of self-sale to which this document belonged. In the former, “Ikbatum placed himself for his (i.e., Ikbatum’s) debt obligation. When he brings the silver, Ikbatum shall depart.” Ikbatum gives himself for the price of his loan. Since he cannot redeem himself by the returns of free labor, the transaction must be something of a quasi-sale. The form differs, however, from the regular sale form. In the latter, the purchaser is the subject of the clause; in the former, the seller. Thus *ibid.*, 1644: *Li-il-ma-ad-ili (mu)-ni-im ki-ni-te-ni Bal-mu-nam-h(e) in-ši-sa-am₅ 12 gín kù babbar sa_x-am₅ til-la-bi šè in-na-an-lá*—“Balmunamh(e) bought a certain Lilmadili from himself for his full price of 12 shekels silver.” Witnesses. Seal of witnesses and date. We see that “Balmunamhe bought Lilmadili.” But in 1481 the seller *puts himself* in the custody of his creditor. Instead of the verb *in-ši-in sa_x-am₅* (“he bought from him”) we find *uš-zi-iz* (“he caused to be placed,” i.e., himself). The difference is readily understandable if we consider No. 1481 to be a case in which the debtor serves as security

CRIMINAL PUNISHMENT

In Ur III times murder of a free man by another free man was a crime punishable not only by death for the culprit but by the enslavement of his entire family. By murder is meant deliberate or wilful killing. There is no reason to expect that accidental or justifiable manslaughter was punished so severely as that to which de Genouillac, 1910-21, II, 2789 attests. In Old Babylonian times the penalty for killing a man unintentionally was merely a fine: for a townsman (*awelum*) $1/2$ mina; for a *muškēnum* (subordinate),⁵⁴ $1/3$ mina silver.⁵⁵

In de Genouillac, 1910-21, II, 2789, we read:

"Lugirsu was *maškim* to the fact that Kuli, *šutug* (priest) of Eanna, had been convicted (be)fore the (*sukkal*)-*mah* (vizier, minister of the interior) as having killed (Babamu) the singer; (and also to the fact) that inasmuch as Kuli had been executed, his effects, and his wife and daughter were given to the children of Babamu. In the fifth year, the wife and daughter of Kuli fled from the children of Babamu; the children of Babamu seized them. Before the judges they (the maid servants) contested maid-servantship. Lugirsu, *maškim* (court official) of the *sukkal-mah*, justified his word. The wife and daughter of Kuli (were con)firmed as maid servants for the (children) of Babamu.

(X) (was) *maškim*. (So and so were its judges) [apparently Luibgal and Ludingirra were among them]."

In face (2) most of the name of the murdered person is missing. Only part of the final *mu* remains. The logic of the case strongly suggests that the name was Babamu, whose beneficiaries received the family and effects of Kuli in retribution. Murder was apparently not a public delict. Restitution was made, not to the state, but to the family of the murdered man. Still Babamu's heirs could not seize the unfortunate family of Kuli outright. The allotment followed legal channels and had to be supervised by a representative of the state.

It seems somewhat peculiar that the maid servants should not contest the original act of bondage. If so, why did they let a number of years pass before

for a loan to his creditor (working off the repayment of that loan), and No. 1644 as a case wherein the debtor sells himself to a third party to pay off a creditor. Possible redemption is not mentioned in the latter case. De Genouillac, 1910-21, III, 5657 belongs to the latter class of self-sale.

⁵⁴ The position of the *muškēnu* in the Old Babylonian class structure was intermediate between the *awelum* (privileged class---freemen) and the *wardum* (slave). For something of his status features see Meissner, 1920, I, 374-75; Kohler and Ungnad, 1909, II, p. 149; and Eilers, 1932, 81, under "Untergebener."

⁵⁵ Eilers, 1932, Secs. 206-8. "If a townsman hits an(other) townsman in a fight, and causes him to be wounded, and then this townsman swears, 'I did not hit him intentionally,' he then pays the doctor's fee.

"If he dies as a result of his blow, then he (the striker) swears and pays $\frac{1}{2}$ mina silver, if he (i.e., the dead man's heir) is the son of a townsman.

"If he is the son of a subordinate, then he pays $\frac{1}{3}$ mina silver."

running away and issuing complaint? Can we possibly assume that such slavery was not supposed to be permanent? The execution of the murderer expressed the retaliatory aspect of the law (the *lex talionis*). In addition the property of Kuli had been allotted to the bereaved family, and the further allotment of his wife and daughter(s) must have represented part of a fine not covered by Kuli's effects. They would have to serve a specified number of years at so much per annum. At the time of their flight the time had not yet been served, and the murder and sentence were once more substantiated by Lugirsu, the *maškim*.

Robbery was another of the more serious crimes in Ur III. It seems to have been punished quite as severely as murder. De Genouillac, 1910-21, III, 5664 treats of such a case and, although partly damaged, has preserved the most important parts, so that a restoration of the missing portion—at least with reference to meaning—is not unduly difficult.

"Completed judgment. Lusaga, elder of the city, came forth as *maškim* (?) (to the fact) that because Urmeš had committed robbery, DIM₄, the wife of Urmeš the fisherman, Mememu, her child, and Gemegigunu, maid servant of Urmeš had been given to Šulgilugal, the fisherman, Lugalnimah and Lumagur, as maid servants. DIM₄, the wife of Urmeš, confirmed it by her word.

"(X., Y., and Z.), son of Ekia(k), were witnesses (to the fact) that (because) use (Luga)-nimah and Lumagur owed Lugula, son of Ekia(k) (X) mina silver, (DIM₄), the wife of Urmeš, (Mememu, her child) and (the maid servant of Urmeš [?]) were given to Lugula).

"DIM₄, the wife of Urmeš, contradicted the witnesses. Lugula swore (to their testimony). The wife, child and maid servant of Urmeš were confirmed for Lugula.

"Šeškalla, son of Dudubi, (was) *maškim*. Lušara (and) Ursataran were its judges. (It was held) in Nina. Year following (the year): Simanum was destroyed."

The tablet does not contain mention of Urmeš' execution, as we are led to expect from de Genouillac, 1910-21, II, 2789 face, lines 1-4. It must have been a *fait accompli*, however, at the time of the judgment, for he is not mentioned thereafter, nor was he included in the allotment. The fact that the wife of Urmeš, and not Urmeš himself, confirmed the statement by the *maškim* also supports this point of view. The word *SA-GAZ* has been reported from Palestine and Syria during the Amarna period, as a synonym for the *Habiru*. There it is taken to mean "cutthroat, robber."⁶⁶ Robbery before and after Ur III was pretty much a cutthroat affair. One could not expect to come out alive in an encounter with a highwayman. It was probably for this reason that robbery was punished by death during the First Dynasty of Babylon.⁶⁷ This enactment was most likely borrowed from the Sumerian Code.

⁶⁶ See E. Chiera, 1933, 115-24.

⁶⁷ Eilers, 1932, sec. 22. "If a townsman has committed robbery and is seized, this townsman shall be killed."

It must be assumed that Urmeš was either without property or that what he had was insufficient to compensate for the damages allowed the victim's family. For that reason his family was turned over to some close relatives of the victim. In just what relation Šulgilugal, Lugalnimah and Lumagur stood to either Urmeš or the robbed person is not explained. Since the debt of all three was payable by two, it is possible that they were brothers and collectively responsible for it. In that case they might have been brothers of the victim or his sons. There is no reason to believe that the family of Urmeš should be given to anyone outside the victim's family.

Joint inheritance seems to have been the rule during Ur III times. At least the word for "heir" has been shown to stand for more than one person.⁵⁸ De Genouillac, 1910-21, III, 5286 contains a judgment in which the heirs of a certain Mašgula laid claim to the latter's maid servants. In the course of the testimony it was revealed—it seems—that Mašgula had freed those maid servants before his death, and consequently his heirs had no claim to them. Similarly in *idem.*, III, 5279 the heirs of Dudu contested their mother's right to a maid servant left her by Dudu, her husband. That claim was overruled in the course of the litigation.

From the *ditilla* documents there is also evidence of property inherited by a man's brother in the event that the deceased left no heirs. Thus de Genouillac, 1910-21, III, 6439 face lines 6 ff.:

"Allasamu (and) Habasaga swore that Lugigunna, *gašam* of (the deity) Nindar, bought him from Nabasa, *šutug* of Nindar, for his full price, 13 shekels silver.

"Because Lugigunna, brother of Kuli, the *šutug*, had died (and) had no heirs, the slave was adjudged to Kuli, the *šutug*.

"Urigalim, son of Abbamu, (was) *maškim*. Lušara, Ursataran were its judges. Year: Simanum was destroyed."

Whether or not the family of Urmeš was given to the brothers or the heirs of the victim, in all probability it was given to close consanguineal relatives of the robbed man.

This apparently was the usual custom, for DIM₄ did not contest her original servitude, but she did object to the second allotment (or pledging) to Lugula. The interpretation proposed here is that the wife and family of Urmeš were (as suggested for de Genouillac, 1910-21, II, 2789) given in the first place for a time to cover a fine, but that they could either be redeemed during that time or would be released at its expiration. The second allotment must have put obstacles in the path of the normal procedure and made redemption of the family difficult or impossible, or would extend the period of service to cover the debt owed Lugula.

It is difficult to find parallels to this passage. But the Code of Hammurabi

⁵⁸ See Ebeling, 1938b, 459.

does offer a clue (pars. 117–19). Driver and Miles⁵⁹ have, in the course of their discussion of those sections, thrown out valuable suggestions for the interpretation of our text. Par. 117 declares that if a man is forced to give his wife or child for money or *ana kiššatim*,⁶⁰ they shall work for three years in the house of their purchaser or possessor and that their freedom shall be established in the fourth year. But paragraph 118 states that if the person given *ana kiššatim* be a slave or maid servant, and the debtor has “let (the time) elapse,”⁶¹ then he may give him or her for money—namely, may sell her outright to a third party. The difference between consideration due to a man’s wife or child and that due a servant is creditably explained as a result of the conception of the latter legally as chattel.⁶² Furthermore (par. 119), if the person given “for possession” were a maid servant who had served as concubine and had borne sons for her owner, she shall be redeemable, and the period of redemption is presumably unlimited.⁶³

If the customs crystallized in these enactments existed loosely or in modified form during the Third Dynasty of Ur, then the action of DIM₄, wife of Urmeš, can be explained rather satisfactorily. Here as in de Genouillac, 1910–21, II, 2789 we must assume that the family of Urmeš had been given to the three men in lieu of a fine covered by the property of Urmeš. As the wife of Urmeš, DIM₄ was objecting to her pledge to a second party, a sale which nullified her (and her family’s) chances for redemption. She probably appealed to statutes of the existing law, later amended and preserved in Eilers, 1932, paragraphs 117–119.

Here, however, the case was somewhat modified. Urmeš, DIM₄’s husband, had (we must allow) been executed and could not possibly redeem her. The fine or debt had to be worked off to members of the robbed (or murdered) man’s family. The wife, child, and maid servant of Urmeš were given for debt by Lugalnimah and Lumagur, and presumably could be redeemed by them. Their desire and effort to do so naturally would not have been so great as that of Urmeš. Although the final decision is explicable in terms of the above analysis, one can readily understand the reluctance of DIM₄ to accept the transfer.

⁵⁹ Driver and Miles, 1939, pp. 65–75.

⁶⁰ This phrase may be literally translated as “for possession,” but implies that objects held thus were neither sold outright nor could be sold by the creditor, but that they must be held redeemable by the husband and/or father.

⁶¹ Driver and Miles, 1939, pp. 71–72, on the meaning of *ušeṭeq*.

⁶² *Ibid.*, p. 70.

⁶³ *Ibid.*, p. 71.

STATUS OF THE SLAVE

THE slave in Babylonia is generally considered to have been a chattel or "thing." Meissner, for instance, states that:

Der Sklave war nach der Auffassung der Alten kein Mensch, sondern eine Sache. Darum wird sein Vater niemals genannt, und in den alten Zeiten von Entemena (Early Sumerian period) bis zur Hammurapidynastie wird immer von einem "Stück" (sum. *sag*, eigentlich *caput*) Sklaven geredet.¹

Similarly Mendelsohn concludes that:

Legally the slave was not a person. His name, when recorded in a document of sale or inheritance, was always preceded by the determinative *SAG* "head." . . . He was a mere chattel, a piece of property, who could be bought, sold, hired out, exchanged as a gift or inherited.²

While it is true that legally the slave in Ur III was considered primarily as a thing, there is good evidence to show that he was actually treated as a person in several respects. This is true, at least, for slaves from the in-group. Unfortunately we do not know whether captives of war as well as native slaves were called *erid/geme* (male and female slaves respectively). Nor do we know to what extent, if any, the former were likely to be manumitted or protected by the state, as the native servant certainly was. Prisoners of war and victims of the slave trade abroad were undoubtedly treated much more like "things" than native slaves.

SALE OF SLAVES

There are some seven slave contracts of sale dating from Ur III known to the author. All of them designate the purchased object as *sag* "head", "thing." Thus Pohl, 1937, No. 57: (1) *sag NITA* (2) *Lú-Sin* (3) *mu-ni-im*, "A male slave, Lusin by name . . ." ³ At times the *sag* is construed with *erid*,⁴ elsewhere with *MUNUS* ("female") or *NITA* ("male").⁵ If *sag* is but the equivalent of *erid* or *geme* it is strange that one should ever be used in apposition to the other. *Sag MUNUS* or *sag NITA*, on the other hand, are expectable expressions ("female slave," "male slave") inasmuch as *sag* is a generic term that does not

¹ B. Meissner, 1920, I, 375.

² Mendelsohn, 1932, p. 28.

³ Similarly Pohl, 1937, No. 50; Chiera, 1914, No. 157; *MAOG*, IV, 190-91; *ZA*, XXV, 206-7; *Orientalia*, Vols. XLVII-XLIX, plate XXXVIII; and Hackman, 1937, No. 346. *Sag* also occurs in the court documents. In de Genouillac, 1910-21, II, 832 it stands alone to mean "slave"; similarly in *ibid.*, III, 6516 "Akalla the owner of the purchased slave (*lú sag sa-x-a*) swore . . ."

⁴ Namely, Pohl, 1937, No. 50.

⁵ *Ibid.*, No. 57; Chiera, 1914, *loc. cit.*; *MAOG*, *loc. cit.*; *ZA* XXV, *loc. cit.*; and *Orientalia*, XLVII-XLIX, *loc. cit.*

indicate sex. However the term *erid* is of itself sufficient to indicate both "slaveship" and "male." Similarly the complementary term *geme*. To say, "one slave (who is) a male slave," is partially redundant, especially since the more usual expression is: "one male slave."

Actually both expressions denote slave -or servant -status. That they were both employed, however, suggests a distinction which the law made within the "servant" category itself. The pledge document, de Genouillac, 1910-21, III, 6370, which was laid in the framework of the sale document, lends further support to this hypothesis. Significantly, however, the daughter is not referred to as *sag*. If this were a regular sale document one should expect "A maid servant, X by name." Since Inmunasi was legally purchased she was likely thereafter to have been referred to as *geme* during her period in service. The writer tentatively suggests that the determinative *sag* was employed in the sale of persons only when it referred to an individual sold outright and where there is no right of vindication. It was omitted, on the other hand, when the object of the sale was a child pledged for debt.

The distinction between outright ownership to a person and a limited ownership seems also to have been made in the First Dynasty of Babylon. In almost all of the slave documents of sale, for instance, the determinative *rēshu* (=sum. *sag*) precedes the generic sign for servant (*wardum*, *amtum* = *erid*, *geme* respectively). There are some exceptions, the most instructive of which is Kohler *et al.*, 1909, III, 424, a child sale.

"Buniniabi and Belizunu bought Šamaš-nuri, the daughter of Ibiša'an, from Ibiša'an. She is to be the concubine for Buniniabi and a maid servant (*amat*) for Belizunu (the wife of Buniniabi). When Šamašnuri shall say to her mistress, Belizunu: 'You are not my mistress,' the latter shall cut her hair and sell her for money (i.e., a slave mark shall be put on her and she shall then be reduced to a chattel slave). . . ."⁶

Although Šamašnuri was called an *amtum*, she obviously had not been reduced to the status of chattel slave girl. There are parallels for this passage from the Code of Hammurabi. Eilers, 1932, paragraphs 146-47, enact: "If a (towns)man has married a *naditum*;⁷ if she has given him a maid servant (a concubine), and the latter has borne children and puts herself on an equal footing with her mistress, then her mistress cannot sell her for money. (However), she can fix the *abbuttum* (probably a kind of coiffure) on her and include her among her maid servants."

"If she has not borne children, her mistress may sell her for money."

Hence she remained primarily a servant to her mistress, but had certain

⁶ For a discussion of the slave mark, see David, 1927, pp. 49 ff., and Koschaker, 1917, pp. 202 ff.

⁷ See Landsberger, 66 ff. for the meaning of *naditum*. She seems to have been a sacred woman who was not allowed to bear children.

rights as a result of her fertility. There was a distinction, then, between the *amtum* and the girl bought outright as a chattel slave.⁸ There is further evidence that can be adduced to bear on this problem for the later period, but the digression would then be out of proportion to what we can reliably infer for Ur III.

INHERITANCE OF SLAVES

Unless they were manumitted during the life of the owner or had been allotted to some member of the family not a legal heir, slaves and their families were inherited along with other "things." A number of such cases arise in connection with contested sales. De Genouillac, 1910-21, II, 4159 (lines 6-rev. 12.), for instance, confirms the ownership of a certain Akalla to a slave which his father Tulta had bought and to 34 *gur* of grain which the seller had held back or had seized.⁹ The slave and grain were accordingly returned to Akalla, son of the purchaser. The conditions under which inheritance of slaves might take place are more clearly set forth in the documents which are now to be considered.

In de Genouillac, 1910-21, II, 744, Šeškalla, son of Ur-KAL, claimed that he was not a slave of Ursaḥarbaba. Sworn testimony that (1) his father had been a slave in the house of Ursaḥarbaba, and (2) that Šeškalla was begotten on the very premises of the latter nullified the claims of Šeškalla; he was confirmed for the heirs of Ursaḥarbaba.¹⁰

Šeškalla is not disputing the fact that his father had lived and worked at Ursaḥarbaba's, apparently, but rather that he had done so as a slave. Šeškalla's argument would have been to the effect that: Although my father did receive grain rations and wool rations in the house of Ursaḥarbaba, he received them as a hired laborer (for the first crucial point was that he received rations *nam-eri(d)-šè*, "in the capacity of slave"). Or he might have said he received

⁸ Though the girl in Kohler and Ungnad, 1909, III, 424, was sold as a maid servant, the price received seems most likely to have been equivalent to the *tirḫatum* or bride-price. Indeed, the *tirḫatum* of this period clustered around 5 shekels (CT VIII 70, H 72, and CT XXXIII), though there is one extreme case that must be accounted for (VS VIII 4.5). On the other hand, prices of maid servants clustered around 12 or 13 shekels (viz., 423, 425, 426, 969 (?), 1151, 1163, 1154, 1636 1637, 1639, and 1641).

⁹ "One Kuguzana, a slave of Urgan, son of Lugaldū, whom Tulta had bought and 34 *gur* grain were confirmed (to be the property of Tulta) by the word of Urgan. The slave and the grain were confirmed for Akalla, son of Tulta, as against Urgan. Lugalduga (was) *maškim*. Lušara, Luibgal and Ursataran were its judges. Year: the ship *dara abzu* was caulked (Šusin, year 2)."

¹⁰ The complete translation of the document is as follows: "Completed case. Šeškalla, son of Ur-KAL declared, 'I am not a slave of Ursaḥarbaba.' Luduga and Dudumu swore (to the fact) that grain allotments and wool allotments were given by the hand of Alla the scribe to Ur-KAL, father of Šeškalla, as slave, in the house of Ursaḥarbaba, and furthermore that it was on the very premises of Ursaḥarbaba that the slave Šeškalla had been born to Ur-KAL.

"The slave was confirmed for the heirs of (Ur)saḥarbaba (to be their property).

"Timaḥta was *maškim* (official). Lušara was judge. Year: Šusin, king (of Ur erected) the exalted divine stela of Enlil and Ninlil."

them as a freeman debt-pawn who had to be redeemed under some such enactment as we find later in the Code of Hammurabi, paragraph 116, designed to protect his rights; or finally, as a pledge who was had as usufruct to cover both the capital and the interest of the debt. At this time, as we have seen, the failure to redeem a pledge seems to have resulted in the enslavement of the pledged person.¹¹

We must assume (1) that Šeškalla thought he had a claim to freedom and (2) that the basis for this claim incorporated a possible means for establishing the free status of Ur-KAL (he is not trying to prove that the son of a slave is a freeman). The most satisfactory explanation of the facts would seem to be that Ur-KAL (the father), either through his own agency or through that of another party—in any event as a freeman—was given to Ursa₂arbaba as pledge for a debt. This probably represented a mortgage for debt with antichresis. After a certain period of time had elapsed and the debt had not been repaid Ur-KAL then became an *erid*.¹² As a slave he begot Šeškalla who, by virtue of being born “on the very premises” of the owner, was *ipso facto* a slave, and was confirmed for the heirs of the owner.¹³

Another interesting case describes the attempt on the part of a slave to

¹¹ There is another logical explanation for the facts of the case thus far. The father might have been given by the creditor to a third party for nothing. The creditor was thus freed of the burden of feeding, clothing, and caring for the slave for a time when the servant's services were not needed. Still it was as a slave and not as a freeman pledge that he was loaned. Such transactions are known from the First Dynasty of Babylon. See Lautner, 1936, pp. 18 ff. Falkenstein's (1939) interpretation is probably the correct one; he translates the last lines: “that Šeškalla was born as slave to Ur-KAL, since he (Šeškalla) (was born) on the very premises of Ursa₂arbaba.”

¹² See Driver and Miles, 1939, p. 72. Also Lautner, 1936, p. 6, note 19. The originally free debtor-servant was fundamentally considered a free man until the debt had been forfeited. Lautner alludes to this in the First Dynasty of Babylon in the class of documents which usually read: X, has Y (the son of B), rented from Z (the son of A). “Die Frage, ob wir es auch hier mit Verträgen über die Vermietung von Sklaven zu tun haben, ist nicht schlechthin positiv zu entscheiden, denn man konnte in diesem Fall aber selbst dann, wenn der Mietling als ‘Sklave’ bezeichnet wird, daran denken, dass Pfandhäftlinge oder Schuld knechte, also freie oder ehemals freie Personen, von ihren Gläubigern vermietet wurden. . . . Die Frage ist im übrigen nur von Bedeutung für die Erkenntnis des sozialen Verhältnisses Altbabyloniens; denn irgend ein beträchtlicher und rechtlich erheblicher Unterschied scheint zwischen Selbstvermietung, Vermietung gewaltunterworfenen Freier und der Vermietung von Sklaven nicht bestanden zu haben.” *Ibid.*, pp. 80–81.

¹³ Just who constituted the heirs of a man is nowhere explicitly stated. The only Sumerian term is *ibila*, and an analysis of its meaning seems to indicate that at this period it signified more than one *son*, with a special portion allotted to the eldest. Daughters, though excluded from inheritance in the male line, did receive gifts from the father, and might also have inherited from the mother. During the First Dynasty of Babylon, in fact, they sometimes did inherit from the father, but then it was designated by legal circumlocutions. See Ebeling, “Erbrecht,” 1938b, 459; Koschaker, 1914; Koschaker, 1925, and Lautner, 1926. Koschaker has also pointed out that although a man's brother might inherit during Ur III, he was not included among the *ibila*. From a document we have already considered (de Genouillac, 1910–21, III, 6439) it is clear that a man received part or all of his brother's estate only in the event that there were no other legal heirs.

establish his freedom several years after the death of his owner, hoping, we may assume, that the heirs of the former owner had forgotten his status at that time.¹⁴ Thus:

"Completed case. Aḥuma the slave of Kuda, the Amorite, 'set his face' before the judges and declared, 'I am not a slave!' Sipakagina, the son of Kuda, swore (to the fact) that he (i.e., Aḥuma) had lived 3 years in Kuda's house and that after (the death of) Kuda, fifteen years ago,¹⁵ Urbaga had divided the house.

"Ur-KAL the Amorite, messenger of the king, who had performed the division of Kuda's house, swore to the fact that when the house of Kuda was divided he (i.e., Aḥuma) had not said, 'I am not a slave.'

"Aḥuma was confirmed for Urbaga, the son of Kuda, as (his) slave.

"Uršagub, the brother of Aḥuma, was present at the place of litigation."

The text concludes with a listing of the court officials and the year date (partially destroyed).

Kuda had either purchased Aḥuma or, as probably was the case in de Genouillac, 1910-21, 744, had received him as a pledge three years before he (i.e., Kuda) died. If the latter is the correct interpretation then Aḥuma must have fallen into servitude upon the expiration of the period in which the debt was to be paid. At the time of Kuda's death, at any event, Aḥuma was a slave, for he had not protested his allotment to Urbaga, the son of his owner. In fact fifteen years had passed before he did so. However the witnesses to the allotment, including Kuda's sons and the king's representative, swore to their testimony regarding the truth of those conditions. The presence of Aḥuma's brother at the scene of the litigation is mentioned as safeguard against later claims on his part.

In both cases the considerable time which had elapsed before the matter was brought to court suggests that the slaves were treated in the family much like minors or poor laborers who lived on the premises of the employer. If their status were sharply differentiated from that of the latter there should have been no possibility of illegal ownership arising.

ALLOTMENT OF SLAVES, AND SLAVES AS GIFTS

In certain cases legal heirs did not have the right to slaves after the death of their father. The marriage gift¹⁶ and indeed any allotment entitled the recipient to the right of ownership.

¹⁴ De Genouillac, 1910-21, III, 3810.

¹⁵ The translation of *mu-da-x-ta* is hypothetical, but from the context would seem to mean "X years ago from the present moment." It was suggested to us by Jacobsen.

¹⁶ That is, the gift which was formally given by a husband to his wife at or during the marriage. This custom seemed to prevail during Ur III, as over and against the bride-price, which became more common during the First Dynasty of Babylon. Koschaker has shown that the bride-price (*nig-mussa*) from the time of Gudea on was in the form of a gift of the husband to his wife. See Koschaker, 1917, pp. 178 ff.

Allotment to the Mother

De Genouillac, 1910–21, III, 5279 contains the statement that:

“Dudu allotted Ninana, child of Iza, the silversmith, to Innasaga, his wife. After Dudu’s (death) the heirs of Dudu returned (to the matter). . . . Before the judges Urgula, son of the priest of Ninšubur, Nammaḥ, the throne bearer and *gizi*, and Alulu came forth as witnesses to the fact that Dudu had allotted the slave to Innasaga. And also the heirs of Dudu confirmed it by their word. Because it had been confirmed by the word of the heirs, no witness was given (over) to swearing. Ninana, child of Iza, and the Kumdar house were confirmed for Innasaga, wife of Dudu.”

Later in the same document the heirs of Dudu swore not to contest the word of their mother. In other words, they renounced all claim to the slave (and her children).

Allotment to a Child not a Legal Heir

Besides the mother, a child who was not an heir might receive an allotment from the father to which the legal heirs had no claim. De Genouillac, 1910–21, III, 5286, is such a case.

Igisaga, a slave, was allotted to Kubaba, daughter of Mašgula, by her father. The heirs of Mašgula subsequently laid claim to the slave, but the sworn testimony of the *maškim* before the *ensi* to the previous allotment invalidated the claim of the heirs. Hence the slave was confirmed for Kubaba.¹⁷ There is good reason to believe that Kubaba was the daughter, not a son, of Mašgula, for the name is a woman’s name. The heirs probably included all the sons (with the greater portion going to the eldest). The only way a father could bequeath any property to his daughter was by a special allotment, usually meant to serve as dowry or part of it.

Inheritance rights are further elucidated in de Genouillac, 1910–21, II, 928:

“Abbakalla, son of Ur(meš, the singer), laid claim before the *sukkal maḥ* (court official) to Babamaatum and also her young daughters; to Babamutaḥ and also her (young) daughters, (Babamutaḥ) being the daughter of Babamaatum. (These were) *sagrig*¹⁸ maid servants of the wife of Urmeš, the singer, who abode with Babaizu, the

¹⁷ The term *túg-úr* occurs in this document in a context where the meaning is fairly clear. The case is as follows: “Completed case. The heirs of Mašgula laid claim to Igisaga, the slave of Mašgula. Urbaba, son of Lugeštin, swore (to the fact) that Lugaluruda, the *sukkal-maḥ*, had come forth before the *ensi* Ur-^dKAL as *maškim* (to the fact) that Mašgula had allotted the slave to his daughter Kubaba before the *ensi* Lukani. The slave and his child(ren) were confirmed for Kubaba, daughter of Mašgula. The heirs of Mašgula renounced (their) claims(?) (*túg ib-úr*) Ur . . . (was *maškim*).” For a discussion of the term *túg-úr* see San Nicolò, 1922, pp. 186–87, note 18.

¹⁸ *Sagrig* is considered to be some kind of present. An object given as *sagrig* may have been part of a wife’s bride-gift or of a daughter’s dowry. In de Genouillac, 1910–21, II, 932, “Lu(-)-[en]-dim gave Gemeškur, a maid servant, as a *sagrig* to Ninturraba, his daughter, X years ago. . . . Luinanna confirmed by his word that the maid servant was a *sagrig*.” As a result he had no claim to her, and she was authenticated for Ninturraba. Such a gift did not imply temporary usage but

son of Urmeš, the singer. The slaves were confirmed for Babaizu, son of Urmeš, the singer, as against Abbakalla. . . ."

There are several interesting facts about this document. Though the contested maid servants belonged to the wife of Urmeš, for instance, they were authenticated for Babaizu, her son. The omission of the wife's name also pointed to the fact that she was an unimportant factor in the outcome of the case. Parallels from the Hammurabi Code (The First Dynasty of Babylon), refer to the right of a widow to dwell in the house of her husband for as long as she lives.¹⁹ Here we have evidence to the same effect for Ur III times.

Under what circumstances would the *sagrig* servants of B's mother—presumably they were an unclaimable gift—be said to be confirmed for B in this document? Parallels from the First Dynasty of Babylon, the Code of Hammurabi, and from the Isin-Larsa period, suggest the answer. From Eilers, 1932, paragraph 171, it is clear that the *nudunnum* or bride-gift of the wife of a man belongs to her after the latter's death. She cannot give it away (i.e., sell it), however, for after her death it reverts to her child(ren). Furthermore, Schorr, 1913, 189 (Kohler and Ungnad, 1909, III, 62) illustrates the fact that the mother's property could, through an inheritance document, fall into the possession of one heir, as opposed to equal division. I. receives from his brothers the endowment which was bequeathed by his mother.²⁰ The brothers were prevented from raising any claim to the property. There are a number of other such documents from this period.²¹ Koschaker and Ungnad, 1923, 1434 (*PSBA*, XXXIII, pl. XXVIII), states that Etelpisin shall take a third of his mother's legacy as part of his share of his father's estate.²² The wording is such as to suggest that the mother was still alive at the time when the contract was drawn up. Hence H. had a certain claim to the objects of his mother's legacy (they are enumerated) even prior to her death. Finally, enactment paragraph 150 of the Code makes it clear that the mother is free to will her marriage gift or dowry to her favorite child (in the form of an inheritance document such as reported above).

With these parallels in mind it becomes possible to reconstruct the relationships involved in the Ur III text. The mother of Babaizu had received a number of maid servants as gifts, presumably a wedding gift or the returning of the dowry from her husband. After the death of her husband, the house and

permanent title. Hence it could not be claimed by the giver's heirs. For the reading of the sign *rig*, see Dossin, 1933 and *RA*, XXXI (1934-35), 48. It should be mentioned that *Sagrig* here may be a proper name: "maid servants of *Sagrig*, the wife of *Urmesh*." Even so, however, the relationships involved still remain essentially the same.

¹⁹ Par. 171.

²⁰ This could only consist of the dowry or wedding gift.

²¹ See Koschaker and Ungnad, 1923, No. 1434, note.*

²² *Ibid.*, p. 7.

property of the father were inherited by one son. The mother was allowed to reside in it. The fact that she was not even named in the document is a good indication of her lack of authority. More important is the fact that she must have drawn up a contract to the effect that Babaizu was to inherit her servants. After Abbakalla had laid claim to them, it was confirmed that the contract was in favor of his brother. Thus Babaizu, though he had no claim to the slave women of his mother by the mere fact of her residency in his dwelling, did exercise a right of inheritance over them.

RESPONSIBILITY OF THE SLAVE

From one well-preserved document it is clear that the owner was responsible for his slave's actions. The slave himself acted as witness or gave testimony in a suit of damages, but it was the owner of the guilty slave who bore the consequences.

Thus Thureau-Dangin, 1903 (295):

"Completed judgment. Luḫuwawa, slave girl of Urbaba, the physician, removed (?) a cloth belonging to Bazi, son of Sheshshesh.²³ 'Lugalkudu, slave of Bazi, gave it to me,' she said. Lugalkudu took the oath of the temple of Ninmar that he had not given her that allotment. Luḫuwawa was given as a slave girl to Bazi, the son of Sheshshesh.

"Sigturtur, wife of Urbaba the physician, and also Guaḫuš, her son, were present at the place of its litigation and also at the place where its oath was taken."²⁴

The tablet terminates with the naming of the court officials and the year date.

The slave girl of Urbaba had apparently stolen some cloth goods from Bazi. The sworn testimony of the latter's slave to the effect that he had not handed over the cloth as an allotment from his master confirmed the slave girl's guilt. What happened to the stolen article is not revealed. But Urbaba had to compensate for it with his slave girl. It was not the latter who was punished, however, for it made little difference whether she was the property of Urbaba or Bazi. Furthermore, the wife and son of Urbaba were present at the litigation proceedings so that neither they nor Urbaba would be able to challenge the decision—proof of the direction in which the guilt lay.

The responsibility of the master is further documented in a court judgment dealing with an illegal sale. The translation follows:

"Completed case. Although Šeškalla the fisherman had bought Ummagina, daughter (?) of Urigizibarra the slave of Azmu, from Bashim'e the wife of Urigizibarra

²³ The translation of the second line (removed a cloth) is hypothetical. The phonetic writing of *baḷ*, for instance, is not at all regular. Literally it means, "to cross over," "bring over," and the like. The meaning of *KA-AN-KA* is as yet unknown.

²⁴ Rev., line 2 can be read: *ki di-dib-ba = dinam šuḫuzu*, "to admit to litigation." In view of the several parallels for the reading given in the text, the latter is the preferred, and probably the correct, interpretation.

for 5 shekels silver, through the agency of Alla son of Urzu, did Urdingirra, the son of Azmu, through the agency (literally, 'the hand') of Šarakam, the *ensi* (declare: 'She is) the child of my slave.'

"Urningišzida and Babaigkuš swore (to the fact) that she had been bought before the decree of the king had lapsed."²⁵

The naming of the court officials and giving of the year complete the tablet.

There are a few features of this document to be specially considered. It must be assumed that Bashim'e, the wife of Azmu's slave, was also a slave woman. In that case the only way she would come to sell her child would be by the authorization of her owner.²⁶ The sale was a perfectly legal one (Alla the *ensi* officiated), but some circumstance seems to have invalidated it. Azmu's son then stated before the court that the child belonged to him and thereby secured her back. Lines 12 and 13 are the crux of the matter ("that she was bought before the decree of the king had lapsed"). One might assume that the decree of the king was one which forbade all sales of slaves and members of one's family for a period of years.²⁷

The decisive lines can, however, also be interpreted: "That she was sold before the claim of the owner had lapsed." In that case one must still assume that Bashim'e was a slave woman (i.e., was not a freewoman married to a slave) and that the sale of her child would have to be authorized by Azmu. What happened then is that Bashim'e had made a perfectly legal sale, but without the authorization of her owner. The latter still retained his claim to the child.

The outcome of the case is unfortunately not stated, which in itself suggests that the first interpretation is the correct one, and that a slave sold during the period when such sales had been decreed illegal automatically reverted to the former owner upon his declaring the fact of ownership. Otherwise one would expect Šeškalla, the fisherman, to have brought forth evidence to attest to the sale—and Urdingirra's confirmation or denial of the same. At any rate it is fairly clear that a slave was responsible to his master for any contracts he might draw up.

VALUE OF THE SLAVE

The labor of a chattel slave during Ur III probably had a rather fixed value. The evidence is meager, but together with parallels from the First Dynasty of Babylon can give us a good idea of that value. From numerous temple documents of the Third Dynasty of Ur we know fairly well the range

²⁵ De Genouillac, 1910-21, II, 3519. The translation of this line is very uncertain. It may possibly be, "before the claim of the owner had lapsed." The significance of the relationships involved would still be much the same.

²⁶ Cf. the custom by which the Roman slave could carry on trade but only when authorized to do so by his master.

²⁷ Jacobsen is inclined to see a connection with the *mīšarum* decrees of later times.

of wages for freemen, hired laborers, and slaves employed at various tasks.²⁸ At present there is no thorough analysis of documents pertaining to the hiring-out of various kinds of laborers and their wages from this period. We know from the First Dynasty of Babylon, however, that the wages of specialists were fixed by law.²⁹ The same held for the hiring-out of animals. Curiously enough, the wages of a servant are not included in this series of enactments.

It is reasonable to suppose that the owner of a slave would be secured as wages for the slave, a sum equivalent to the hiring-out of his own person.³⁰ Case records from the period confirm this supposition. Of the four or five documents which are definitely slave-rentals³¹ the yearly rate varied from 3 shekels to 6 shekels, with the mean at 5 shekels. This compares favorably with the legal prescription of from 6 to 8 *kur*³² for various specialists per year, and with the several cases in which a person is hired out by his brother or father.³³

De Genouillac, 1910-21, III, 5276, lines 1-11 face, is the most tangible piece of evidence on this point that we have from Ur III. It reads:

Lacuna

" . . . The slave was returned from Urenki into the hand of Langa. Because of this, 14 shekels, the price of the slave (and) 18 shekels, the 'wages'³⁴ of the slave for three years, were confirmed for Urenki as against Langa."

The facts of the case are not all given, but they can be reconstructed as follows: Urenki seizes his slave who has been in Langa's possession for three years. In court the parties reach an agreement: Langa keeps the slave but has to pay his price and also his wages for the three years the slave worked in his house while being still the property of Urenki. The 18 shekels wages represented more than an arbitrary compensation demanded by Urenki. Confirmed as it was by the judges, it must have corresponded to the price that slave labor (perhaps a particular kind of labor) commanded. Compared with wages for

²⁸ For example, Hackman, 1937, Nos. 240, 260, 302, 313; Keiser, 1919, Nos. 23, 173, 175, 180, 185, and others.

²⁹ Eilers, 1932, pars. 221, 222, 223, 225, 228, 234, 239, 258, 261, 273, and 274.

³⁰ The latter practice was regulated by enactment, par. 273 of the Code: "If a (towns)man has hired a man, he shall give him 6 grains of silver per day from the beginning of the year until the fifth month (inclusive); from the sixth month until the end of the year he shall give 5 grains of silver per day."

³¹ Kohler and Ungnad, 1909, III, 543, 542, 350; Koschaker and Ungnad, 1923, VI, 1676; and possibly Kohler and Ungnad, 1909, III, 568.

³² At this time 1 *kur* = 1 shekel approximately. See Schollmeyer, 1928-29, No. MD2, pp. 187-88. See also Schwenzner, 1915, Table I, p. 102.

³³ Koschaker and Ungnad, 1923, VI, 1172: a boy is rented by his father for 2 shekels the year; Kohler and Ungnad, 1909, II, 552: a son is rented by his parents for 2½ shekels silver the year; M 54: a man is rented by his father for 4 *kur* grain the year; and Kohler and Ungnad, 1909, III, 564: a man is rented by his brother for 6 shekels silver the year.

³⁴ The term "wages" here represents the labor value of the slave to his owner.

similar rentals in the First Dynasty of Babylon, 6 shekels a year was a fair price, perhaps one shekel above average. Since the purchase price of 14 shekels is a rather high one, it would not be surprising to find that the rental "wages" of this slave were also in the higher range. As a matter of fact the legal phrases of *ana illišu* declare the "wages" of a slave could be as much as 10 shekels (though this may refer to the Isin-Larsa period). Thus VI reverse I, lines 21 ff.:

" . . . , as his yearly wages he shall pay 10 shekels to his owner."³⁵

The slave was certainly a potential and real source of wealth to his master in these transactions.

MARRIAGE OF THE SLAVE

That slaves were allowed to marry is attested to, both directly and indirectly, from the court documents. In Thureau-Dangin, 1903 (290), the whole family of a slave was sold. Ur-KAL, in de Genouillac, 1910-21, II, 744, is said to have begotten his son on the premises of his master. *Idem.*, II, 928 states that Babamaatum, her daughters and granddaughters were *sagrig* maid servants (presents) of the wife of Urmesh.³⁶ The status of Imtidam, the wife of a slave in Thureau-Dangin, 1903 (290) is a problem which merits special consideration of that document:

"Completed case. After she had denied it, Imtidam, wife of (Tinini) the slave, confirmed by her word (the fact) that Anaḥani, the *nu-banda* (a temple official), had bought Tinini, a slave, Imtidam, his wife, and his son(s) and daughter(s) from Abanege. The slave, the slave woman and her son(s) and daughter(s) were confirmed for Anaḥani. Ur-KAL, son of Kalla, (was) *maškim*. Lušara, Luibgal, Ludingir, and Ursataran were its judges."

The striking feature of this document is the fact that the maid servant and *wife* of the slave had contested the sale to Anaḥani and that the entire proceedings revolved about her claim and later withdrawal of the same. One wonders why she, rather than Tinini her husband, was instrumental in bringing the case to court and on what grounds the sale was appealed.

The answer seems to lie in the fact that while Tinini, the husband, was a chattel slave, his wife had been a free woman prior to her marriage. Either she entered into this marriage as a free woman or had been sold by her father to Abanege as wife for Tinini. In so doing Imtidam apparently lost status, and

³⁵ See also Lautner, 1936, p. 45. For the meaning of *ā*=wages, see pp. 43, ff.

³⁶ See also de Genouillac, 1910-21, II, 3547. *Idem.*, III, 5286, case 2, face 27 ff. seems to be a case of manumission in which the daughters of Eurbi had been granted their freedom. It obviously implies a married status for Eurbi. Although children do not constitute a proof of marriage, the fact that both *wife* and children are mentioned in at least one document argues for the probability that slaves in some or all of the other cases were also the offspring of marital unions.

became, herself, a *geme*.³⁷ Very likely, however, her children were not to be slaves of the owner.³⁸ Enactment paragraph 175 of the Code of Hammurabi refers to the conditions of such a marriage from the First Dynasty of Babylon:

"If a palace slave or the slave of a *muškēnum* (low class free-man)³⁹ has married the daughter of a (towns)man and she bears children, the owner of the slave has no claim to the children of the (towns)man's daughter as slaves."

When Anahani purchased the family, the children were reduced to slavery. Imtidam was objecting to the purchase not only because it made slaves of her children, but because they would also be deprived at the same stroke of any goods the mother had brought into the marriage, or had acquired with her husband during the course of it.⁴⁰ Since the sale was legally contracted, however, Imtidam was forced to abide by the contract. It is to be hoped that parallels will be found from the Ur III tablets to elucidate some of the relationships that have perforce been inferred from the formal structure of the document in question and from similar situations in later times.

To recapitulate, there are several documents which allude to the fact that the children of slaves were also slaves, and that this status was inherited, sometimes for as much as three generations. In de Genouillac, 1910-21, II, 3516, a maid servant and her daughter—in 3547 a slave and his children, and in 5286 a slave and his children—are all considered slaves, subject to sale and inheritance. And in *ibid.*, II, 928, three generations of maid servants were inherited by a son of their owner. Presumably the unmentioned spouse in each of these cases was also a chattel slave. The indications are that marriages

³⁷ The ambivalent status a daughter of a freeman could acquire in special marriages during the First Dynasty of Babylon is well exemplified by Kohler and Ungnad, 1909, III, 424, in which a father sold his daughter to a man and his wife. She was then to be the concubine of the former and the maid servant (*amtum-geme*) of the latter. However she was no chattel slave if she bore children, and the wife could not sell her for insubordination under that condition.

³⁸ We can eliminate the possibility that Imtidam was acting as witness for Abanage, and that it was in reality the latter who was denying the sale. In that event Abanage himself would be expected to have denied the sale. If it were the purchase only that was witnessed and sworn to, then the slaves would have been "confirmed for Anahani (as against Abanage)." Cf. de Genouillac, 1910-21, III, 6536, and 6439.

³⁹ For the concept of *muškēnum*, see Eilers, 1932, 79.

⁴⁰ Cf. Eilers, 1932, par. 176: "If a palace slave or the slave of a *muškēnum* has married the daughter of a (towns)man, and the latter has entered the house of the palace slave or slave of the *muškēnum* together with the dowry from her father's house; if from the time they have once come together they have built a home or acquired property; but furthermore, if the palace slave or slave of the *muškēnum* dies, the daughter of the (towns)man shall take her dowry; everything that she and her husband have acquired since living together they shall divide in half, and the owner of the slave shall take one half, while the daughter of the (towns)man shall take the other half for her children."

between chattel slaves were commonplace. Both the husband and wife, as well as their children, were considered slaves and were the silent objects of sale and inheritance transactions. Furthermore, there is evidence tentatively to suggest that a free woman might enter into marriage with a slave, and that the relationships involved in such a union were of a different nature from those in marriages between chattel slaves. The purchased woman in the former case seems to have had privileges similar to those posited in paragraphs 175, and 176 of the Code of Hammurabi, or to those of the maid servant in Kohler and Ungnad, 1909, III, 424. That is, she was a kind of maid servant to her master and owed him complete allegiance. But she was not a chattel slave; she probably acquired a little money or property and endowed her children with the status of semi-free persons.

LACK OF CLAIM TO PROPERTY

One of the most important distinctions between freemen and slaves was the fact that the latter did not have an inheritable claim to the property of the parent(s). There was, in other respects, very little difference in status between the child of a freeman and his slave. In most cases the latter seems to have been included in the large family. Both the free minor and the slave might be sold by the father (or master), both were subject to his authority in many important respects. The former, however, was an heir (if he were a son) and entitled to a portion of his father's estate. The documents concerning inheritance of slaves attest clearly to that. Even a daughter was expected to receive a special allotment from her father during his lifetime, the one way in which she could receive an inheritance portion.

Though there is evidence neither for nor against the ownership of property by slaves there are several reasons for believing that they had very little if any, and that whatever they did possess belonged to the owner. In the first place a large number of slaves were children of parents who were in financial distress. Selling the children served the double purpose of providing them (i.e., the children) with the necessities of life and of aiding the seller financially. But the child did not bring any goods with him to his new master. The same can be said of the self-sale. Secondly, the prisoners of war and slaves acquired in trade, it need only be mentioned, were even more at the mercy of their captors, and would have no title to their possessions. Moreover, the fact that a slave could not sell his own child, nor even had the right to protest its sale by the owner—in other words, that he did not have the *potestas* over his own children—makes it seem most unlikely that he could have bequeathed any property to them, or that they had a claim, as heirs, to their father's property. The validity of these assumptions in the last analysis will have to wait upon more direct documentary evidence.

RESTRICTION OF MOVEMENT

Another very important distinction between the slave and freeman (the *lú* or *dumu-uru*)—the lack of freedom of movement on the part of the slave—is well documented. Fragments of the Sumerian family law⁴¹ contain a special enactment relating to the runaway slave:

“If a slave girl or a slave flee from a freeman (*lú*) in a city and it be proved that (s)he has dwelled for one month in the house of a(nother) freeman, the latter shall give slave for slave. If he has no slave, he shall weigh out 25 shekels silver.”

The slave merely had to be returned to its owner with no fine.⁴²

The owner was responsible for preventing his slave from escaping. For that reason a slave guilty of running away more than once was forced to take an oath that he would not do so again. Presumably the breaking of that oath would entail punishment and even greater restriction of movement for the slave. This situation is recorded in de Genouillac, 1911a, No. 5481:

“When (literally, ‘it being that’) Gemebaba abandoned the house (and) fled the first time, she slept in the house of Ada. Month: Ezen-shulgi. Year: Ibisin became king. When for a second time she abandoned the house (and fled), she slept in the house of Isarpada(n). . . . Month: Dunkuku, 25th day.

“Before . . . (several witnesses) she swore in the name of the king that she would not run away (again.)”

The tablet concludes with the name of the place in which the swearing took place and the year date.

Gemebaba ran away from her master to seek refuge in another house, but was returned on both occasions. De Genouillac, 1910–21, III, 6559 leads one to believe that the object of at least some of these flights was to change owners. Part of the tablet is broken, but fortunately most of the essential information is retained.

(Lacuna) . . . “not (?) . . . () slave girl. . . . Gigi——. (To this fact) were KA——, AN-KAR, Pagadi, Uallum and Anih witnesses. Me-igi-zalla, the slave girl rejected the witnesses.

“The wife and son of Gigi swore (to the fact) that she had run away, had not been sold. The slave girl and the 3 (children) were confirmed for Abum-ilum, son of Gigi (as his property)——.”⁴³

We can assume that Me-igi-zalla ran away to another man’s house, but

⁴¹ For a history of the discovery of these tablets see Langdon, 1920. Though the laws have not been definitely dated, they seem to stem from the Isin-Larsa period or even a little later.

⁴² Compare the several refinements of this enactment in the Hammurabi Code, para. 15–20.

⁴³ The grammatical construction in (11’) seems faulty and is difficult to account for, unless by dittography, as Dr. Jacobsen has tentatively suggested to me. The second *na* is then to be interpreted as the negative, *nu->na-* before *ba-ra-sa_x* (“she was not sold”).

she was caught and returned to her owner (now his son). The slave girl then denied servitude to her master, saying that she had been sold. The witnesses in the case probably testified to the fact that she had not been sold. Their testimony was substantiated by the swearing of the son and wife of Gigi, and the slave girl and her children were confirmed for the son of Gigi. Slaves were forced to stay at the place of the owner to fulfil their obligations toward him. Presumably also they would not be entrusted with missions outside the town lest they might not return.⁴⁴

CLASS MOBILITY

The distinction between the slave and the freeman was not a hard and fast one. There is considerable documentary evidence for manumission and freedom, which when once established completely freed the slave from the stigma of his former status.⁴⁵ One text in particular relates the (re-)gaining of the status of citizenship by a manumitted slave:

“Ur . . . (and [?]) Urdingirra w(ere) *maškims* to (the fact) that Ninbubu, when (still) alive, after the freedom of Luurusag, slave of Ninbubu, had been established before the judges made him like unto a citizen.

“Ur^d (sataran), Ludingir were its judges.

“Year: Šusin, the king, sacked the country of Zabšali.”

In the town (largely separated from the temple and palace courts) mobility from the lower to the higher class of freemen was probably not great, but there was very little distance between the poor man and the slave. Often the latter must have fared much better than the former. The slave class was not one set off by some obvious difference, such as color or cultural background.⁴⁶ It was composed in large measure of unfortunate individuals or their children, from the in-group, who were often freed by their master before he died. As we have seen, there was also no strict class endogamy, in so far as slaves could marry free women. To be reduced to slavery was unfortunate, but the socio-economic forces made a large portion of the masses subject to that condition.

PROTECTION FROM SALE ABROAD

That slaves as well as free persons were protected from sale abroad is attested to by de Genouillac, 1910–21, V, 6727, and *idem.*, II, 936, further evi-

⁴⁴ In section (4) evidence was adduced to show that a slave might be allowed to carry on certain transactions for his master in the city. His movements, however, were here very much under control.

⁴⁵ The question of manumission and freedom for the slave is largely omitted from this essay. The document to be considered has been included because of its special bearing on the status of the slave.

⁴⁶ Captives of war and slaves purchased in foreign markets must have formed an exception. The evidence at present tends to support the view that such slaves were almost totally at the disposal of the palace and temple.

dence for the fact that native slaves were not altogether considered as things. The latter citation (obv. 9 ff.) reads as follows:

"Geme-eninnu, daughter of DI-DE (was redeemed?) because she was a *dumu-gi*. The money for her, $5\frac{1}{2}$ shekels, was confir(med) (as due to him) from the palace (for) Lu-Utu, the thro(ne-bearer?). Urbaba, the (——) . . . Ur-KAL, *ensi* (governor.)

"Year following (the year) Kimash was sacked."⁴⁷

The restoration of *du*₈ ("redeemed") in line 10 depends, of course, on the conception of the entire document. Let us reconstruct the facts of the case. In the first place, the expression X, child of Y, is the usual identification mark of the child of a free man.⁴⁸ Secondly, because she was a *dumu-gi* the palace had to pay $5\frac{1}{2}$ shekels of silver to Luutu, obviously for some act which entitled him to a state compensation. And, thirdly, the effect of that act was the redemption (?) of Geme-eninnu.

State redemption is no isolated phenomenon at this time. Reisner, for instance, records a document in which 17 slave girls were redeemed by temple and palace officials.⁴⁹ De Genouillac, 1910–21, III, 6727 also reports a case in which a man had to refund a slave girl because he had sold a native girl in a foreign country:

"(Y bought X from [?]) Baia. Lulisi, being the *lu-gina-blum*⁵⁰ of the transaction. Because Baia had sold her in a foreign place, Baia will refund 1 slave girl on account of (i.e., instead of) Da-t(i).

"Because Lu(lisi) shied from its oath (was afraid of swearing to being innocent), he will refund 1 slave girl on account of the daughter of (X), and also the wages of the maid servant (for two [?] years), 12 shekels sil(ver)."

The facts of the case are not all clear, but as it stands the document could very well refer to a similar situation which obtained in the Assyrian Laws,

⁴⁷ Another reading for (face 10), and the one accepted by de Genouillac, 1911b, 25, is: *dumu-gi-ni me-a-še*, "pour qu'elle ait le titre de fille legitime. . . ." Both interpretations are valid in context, though the one suggested in the text is more desirable grammatically. In de Genouillac, 1910–21, II, 752, there is a parallel for the former usage (lines 17–23): "Atu established the freedom of the slave children and the *DUMU-GI* which Gemeuškigarra had borne to Kudingirra, the slave of Atu. . . . Nig-mu was *maškim* (official). Ur-KAL was *ensi*. . . ." The *DUMU-GI* seem to represent children of a status different from that of slave children. On the other hand, they were not free, to judge from the fact that they were manumitted. Perhaps they were children of a union between a slave and a free woman, recalling the later law from the Hammurabi Code (Eilers, 1932, par. 175). *DI-DE* (face 9) can also be read *Di-ne* or *Di-bi*.

⁴⁸ This does not preclude the possibility that Geme-eninnu might have been a pledge to another party, hence deprived of her freedom of movement.

⁴⁹ Reisner, 1901, No. 164¹². It concludes on reverse IV: (10) *šū-nigin 17 sag (11) kù 1½ ma-na 1 gin (12) sag-MUNUS kù-ta duš-dam*. "a total (of) 17 slaves, 1½ mina (and) 1 shekel silver, maid servants to be redeemed (for money)."

⁵⁰ The *lu-ginabtum* seems to have been some sort of middle-man. His functions have not yet been precisely defined.

whereby an upper-class man or woman held for debt could not be sold into another country. At that time the penalty for such a crime included forfeiture of the debt-money and also a restitution in money to the owner of the pledgee. Moreover, that creditor was beaten and forced to labor 40 days for the king.⁵¹ In our case Baia had to refund a maid servant—probably to the family or owners of the girl he had sold abroad. To continue with the analogy, the wages of the maid servant which Lulisi was forced to pay may have been the forfeiture of the former's labor value for the time she was in Lulisi's and Baia's service. Lulisi, for want of an adequate case, was considered to be equally guilty with Baia and was forced to contribute a slave girl to compensate for the redemption of the daughter of Dati.⁵²

During the First Dynasty of Babylon, ransoming by the state of officers of the crown, according to the Code (par. 32), occurred only in such extreme cases in which an official could neither ransom himself nor be ransomed by the temple of his city. There is at least one such case from the latter part of the period.⁵³ Hammurabi has ordered that a certain Imaninum, "whom the enemy has captured," be redeemed for 10 mina silver. As Lutz indicates,⁵⁴ the excessive price of 10 minas can be explained by the fact that Imaninum was an official of some importance.

State redemption for ordinary citizens was also customary in this period. VS XVI, 80,⁵⁵ concerns the case of a free woman who was robbed and sold by her nurse as a slave girl at a time when Idamaras—the native district of the free woman—was plundered. With changing fortunes, Hammurabi unified Babylonia, and the Elamite who had purchased the woman and who lived in Mutiabala was now a Babylonian subject. As a result the state, through the testimony of the city of Kish, demanded that the woman be freed. The outcome is not certain. It seems that the city of the Elamite purchaser did not demand the latter to release the woman, but that a law was invoked to force the issue. At any rate the state was directly concerned in the matter. Whether her freedom was secured by force or by ransom is not clear.

Lines 83–87 (Col. XXXIX) of the Code established a precedent for freedom in this case. This phrase is part of two enactments (pars. 280 and 281) which form a logical unit and which deal with the following case: A merchant purchases a slave of foreign extraction in a foreign country. He returns with

⁵¹ See Driver and Miles, 1935, tablet C, par. 3.

⁵² Part of this phrase is obliterated. It might have read: (1) the daughter of X (referring to Dati) or (2) the daughter of Dati. The wages are equivalent to those for two years, according to de Genouillac, 1910–21, III, 5276. The missing phrase can be restored on the basis of this parallel *mu-2-kam*, "for two years."

⁵³ Lutz, 1917, No. 32.

⁵⁴ *Ibid.*, note 28.

⁵⁵ See Kraus, 1931–32, II, Part I, 46–47, for a transliteration and commentary on this document.

him to his (i.e., the merchant's) own country, whereupon the slave is recognized by a former owner from whom the slave had fled or was stolen. The former owner can then claim the slave, and by proving his right and weighing out the money the merchant had paid, can redeem the slave. Paragraph 280, line 83, to paragraph 281, line 88, introduces a number of inconsistencies into these enactments.⁵⁶ They can best be understood, according to Koschaker's interpretation, by the assumption of an interpolation in which the scribe(s) wished to make clear that inland slaves⁵⁷ who were sold in a foreign country were automatically freed upon re-entering their native land⁵⁸

From this rather extended consideration of conditions during the time of Hammurabi we have gained a basis for interpreting the Ur III texts. The facts of de Genouillac, 1910-21, II, 936 can now be reconstructed in the following manner: (1) A young girl was (a) robbed or sold into slavery outside of her native land or (b) was purchased by a foreign merchant and brought outside the country. (2) She was later repurchased by a palace official of some sort, brought back into her native land and released. (3) The cost of her release was borne by the state (palace) by reimbursing the official who redeemed her.

Essentially the process of redemption in southern Babylonia during the Third Dynasty of Ur and in northern Babylonia some two hundred and fifty years later was the same. The case materials from these periods broadly confirm Schorr's hypothesis that native Babylonians sold or abducted into slavery in a foreign country were freed upon re-entry into Babylonia. Enactments paragraphs 280 and 281 are misleading in this respect, for it appears at first sight that the merchant who bought such a slave suffered the loss of his pur-

⁵⁶ Pars. 280 and 281 enact that (72) "if a man (*awelum*) (73) in the land (74) of the enemy (i.e., in a foreign country) (75) the slave or slave girl of (another) man (*awelum*) (76) has bought (77) and then (78) after he into the land (i.e., inland, native land) (79) has returned (80) the owner of the slave or slave girl (81) his slave or slave girl (82) recognizes (83) if this slave or slave girl (84) (are) children of the land (i.e., are natives of Babylonia) (85) then without money (86) their freedom (87) shall be established. (88) If (they are) children of another land (i.e., natives of a foreign country) (89) then after the purchaser (90) before a god (91) the money which he has weighed out (92) has declared, (93) the owner of the slave or slave girl (94) after the money which the merchant weighed out, to the merchant (95) he has given (96) he will have redeemed his slave or slave girl."

⁵⁷ Babylonians who fell into servitude for some reason or another. See Koschaker, 1917, p. 101, note i, for the distinction between subjects of *Ausland* and *Inland*.

⁵⁸ Koschaker, 1917, pp. 101-10. Schorr, 1913, p. 62, note 2, also believes pars. 280-81 imply that the sale of an Inland slave or free person abroad was forbidden by law. In this connection see Schorr 37 (*CT* VI, 29 [91-5-i, 14]). Here a Babylonian slave has been sold by his owner (son sold by his father?). After serving as a slave for five years he succeeded in fleeing to Babylon. There he received his freedom under the custody of two officials who assigned him to soldier's duty. The freed man protested and, apparently on the grounds that he had inherited a portion of his father's estate, was relieved from that duty. The important point is that after the man who had been sold as a slave in a foreign territory had returned to Babylon he received his freedom.

chase price upon bringing him back to his native land. Koschaker⁵⁹ has pointed out the obvious injustice of such an act, since the native-seller—the real criminal—went off scot-free. The two cases we possess from the First Dynasty of Babylon in which freedom was granted a free person enslaved in a foreign land are informative on this point. In one the victim escaped from his master after five years' servitude, and was free upon reaching the gates of Babylon. In the other, a woman who suffered the misfortunes of war was ordered freed when the city of her purchaser fell subject to Babylonia, her native land. No compensation was offered the woman's master. When he refused to comply there followed (11) *dinam ki-ma ši-im-da-tim*, "a legal decision according to the general legal practice."⁶⁰ The practice in this case obviously follows stipulation, paragraph 280 of the Hammurabi Code. The only loser by the decree was the subject of a conquered city, which is an expectable situation. Similarly, in the first case, the youth who fled to Babylon was freed at the expense of a foreign master.

⁵⁹ Koschaker, 1917, pp. 105-6.

⁶⁰ See B. Landsberger's discussion of the *šimdat šarrim* clause (1939, II, 219 ff.). He shows that *šimdat* = "(generally) legal practice" and does not refer to the Code of Hammurabi.

CONCLUSIONS

UNFORTUNATELY little of the documentary material available on various aspects of the social and economic organization, forms and distribution of property, religious institutions and the temple—in short, of practically the entire social structure of the Third Dynasty of Ur save political history—has been dealt with in an authoritative manner. What we can say with confidence about the political organization, however, coupled with some important aspects of family structure, degree of economic complexity, and status will serve in a preliminary way to appraise the significance of slavery in Ur III.

Ur III society was based upon a highly complex agriculture-trading economy, was organized into an empire of loosely connected city-states and outlying provinces under the hegemony of Ur, and dominated by an all-powerful royal court and a strong religious bureaucracy. At one time, apparently, the sacred and secular functions of the state had resided in the hands of one individual. Gradually the two functions became separate, although the temple always exerted a considerable influence on the king; his rule was by authority of such-and-such a deity or deities (later he himself became divine), his works by their command. Kingship was hereditary, but lesser officials were appointed by the king, apparently from the men in his service, to rule the outlying provinces and to administer the multiform state duties.

The pantheons of the various city-states were numerous, the administrative activities of the temple devolving upon a vast bureaucracy of priests and lesser officials. The reverence of the emperors of Ur for the gods assured a great and steady flow of revenues into the temple receiving-houses. In addition, the temple and palace owned the vast majority of land, worked it under the guidance of overseers who supervised large numbers of free and slave laborers. The evidence on distribution of property, leasing of land, and temple organization has not yet received systematic treatment, so that we still know very little about the degree of individual ownership, the way in which property could be acquired by certain individuals, and the like.

From sale documents and court records it seems that a number of private individuals who were not religious or royal officials had acquired land, presumably for service rendered the king. Although the vast majority of individuals were employed in the temple and palace economic administration, there was a town life which formed a fairly self-contained unit of organization. The palace, it is true, did control the judiciary as well as the executive and legislative branches of government, and so participated in the popular law suits. But the most important social relationships and the daily round of life of the masses moved within the town with little interference from the central governing bureaucracy. Outside the temple enclosure each family had its house and garden plot. For the bulk of its subsistence, however, the populace

was dependent upon the produce and trade of the temple, palace, and a body of army officials possessing inalienable lands from the king, such as we know from the First Dynasty of Babylon. The masses probably formed a class of "Halbfreier" in a state of semi-attachment to the land.¹

Archeological remains attest to a very considerable degree of artistic excellence in sculpture, architecture, metallurgy, and other crafts, indicating extensive specialization of labor. The size of cities and the degree to which they had been planned revealed a very complex urban life which is further corroborated by countless trade objects and private cylinder seals used to establish ownership.

It is the written documents, however, that unmistakably illustrate the enormous extent of temple, state, and private participation in economic, legal, social, and religious activities. To regulate these intricate series of relationships there was a legal "code" of which we possess at best but fragments. The bulk of the legal prescription and procedure comes from the many court documents recovered principally at Tello. They also indicate the rather elaborate structure of the court, its composition and jurisdiction. To date, little or nothing has been written about the selection of judges, the manner in which cases were brought to court, and other related problems of equal importance. Withal, one can justifiably assert that despite the influence of religious ideas and motivations, the everyday life of the people—even of the temple—was regulated by a large number of impersonal rules and a contract economy.

Autocratic state rule was paralleled in the family by what seems to have been an equally marked, if limited, *patria potestas*. The father not only had the right to pledge and to sell his children, as we have seen, but also contracted for their marriage. Documentary evidence definitely points to the fact that even cases of contested marriage contracts were carried on by the parents as principals.² It would, of course, be unwise to beg a strong correspondence between the family structure in Ur III and that of Rome during the republic and early empire. There is no evidence at this time that the father had the power of life or death over his children, much less that his control extended beyond the marriage of the latter.

Besides members of the royal house and high-ranking officials of the temple and palace, there were other social classes of freemen, citizens, and slaves. What the proportion of each to the total population was we do not know. At present it can only be surmised that the large accumulation of wealth and property in the hands of the palace and temple tended to create a relatively

¹ For a discussion of the temple, palace, and town economic organizations, their growth and formal structure from earlier times to the Third Dynasty of Ur, see Anna Schneider, *Die sumerische Templestadt* ("Staatswissenschaftliche Beiträge," IV [Essen, 1920]), especially pp. 17–39.

² For documents relating to marriage contracts and litigation, see de Genouillac, 1910–21, II, 960 and 1948; ITT III, 6432; and Babyloniaca III, pl. XXI, p. 114.

limited upper class and a great chasm between rich and poor. Even the bulk of trade at this time seems to have been carried on by the temple. It is no wonder that there were so many cases of child-sale by less fortunate citizens. About the treatment of such slaves we know very little, except that they had certain legal protection from indiscriminate sale. Perhaps they were adopted by the purchaser, as often occurred in the First Dynasty of Babylon. In any event, the proletariat must have existed in considerable numbers. We should like to learn much more about the extent to which the lower classes became attached to the soil under a quasi-feudal system of relationships with the landholding bureaucracy.

Slavery during the Third Dynasty of Ur was clearly consistent with a number of factors: the political-religious hierarchies; the cumulative fortunes of war; conquest and suppression of rebellion; the separate organization of the temple, palace, and town life; and a system of rank based (1) on wealth and (2) on service to the state, the nature of which is as yet not well understood. The bulk of the enslaved war captives and slaves acquired in trade undoubtedly fell to the palace and temple, some to the bureaucratic officials. In addition, there was a large body of inland slaves sold out of economic distress, which was related to family and household organization. Anyone who could, acquired sources of labor other than his own children. The children which he purchased from his townsmen were in most respects treated like members of his own family. Indeed, the very frequent claims to freedom on the part of the slave, in itself, testifies to their mild treatment and to the fact that their status could hardly be distinguished from low-class free laborers and retainers. Such slaves were also protected by the state from sale abroad, inasmuch as they might always be redeemed. Whether or not their tenure of servitude was fixed or unlimited has not yet been ascertained, but the fact that they might work for their freedom or be redeemed by their families is implied in the restrictions against sale in a foreign country. Prisoners of war and foreign slaves were characteristically chattels, but the inland slave was differentiated in a number of ways from other forms of property and was considered legally and socially as a human being.

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ABBREVIATIONS

AfOF	Archiv für Orientforschung
AJSL	American Journal of Semitic Languages
CT	Cuneiform Texts from Babylonian Tablets in the British Museum, Vols. VI, VIII and XXXIII. British Museum, London, 1896.
JAOS	Journal of the American Oriental Society
MAOG	Mitteilungen der altorientalischen Gesellschaft
MVAG	Mitteilungen der vorderasiatisch-ägyptischen Gesellschaft
RA	Révue d'Assyriologie et d'Archéologie
VS	Vorderasiatische Schriftdenkmäler der staatlichen Museen zu Berlin
ZA	Zeitschrift für Assyriologie

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